

# **RECOGNITION AND PROCEDURAL AGREEMENT**

between Harrow Council, Civic Centre, Station Road, Harrow, Middx. HA1 2XF  
and  
GMB  
Thorne House, 52 Brent Street, London, NW4 2DP

## **1. INTRODUCTION**

This agreement between Harrow Council and GMB, being the recognised trade union, sets out the agreed procedures to be followed with regard to consultation, negotiation, and disputes, as well as details of time-off arrangements for trade union duties and activities, facilities and information provided by Harrow Council for trade union purposes, check-off and certification of local officials.

## **2. DEFINITION OF TERMS**

In this Agreement:-

The Union refers to the Harrow Council Branch of GMB  
Staff refers to all employees of Harrow Council

## **3. COMMENCEMENT DATE**

This Agreement commences on .....(date)

## **4. OBJECTIVES**

- 4.1 In drawing up this agreement, Harrow Council and the Union recognise that Harrow Council exists to fulfil its aims and objectives.
- 4.2 The purpose of this agreement is to formalise Union recognition and representation within Harrow Council and establish a framework for consultation and collective bargaining.
- 4.3 The parties have identified common objectives they wish to pursue and achieve. These are:
  - 4.3.1 to ensure that employment practices are conducted to the highest possible standards;
  - 4.3.2 to enhance effective communication with all staff throughout Harrow Council;
  - 4.3.3 to achieve greater participation and involvement of all members of staff on the issues involved in running and developing Harrow Council;
  - 4.3.4 to ensure that equal opportunities are offered to staff or prospective staff and that the treatment of staff will be fair and equitable in all matters.

## **5. GENERAL PRINCIPLES**

- 5.1 Harrow Council and the Union accept that the terms of this agreement are binding in honour upon them but do not constitute a legally enforceable agreement.
- 5.2 The Union recognises Harrow Council's responsibility to plan, organise and manage the work of Harrow Council in order to achieve the best possible results in pursuing its overall aims and objectives.
- 5.3 Harrow Council recognises the Union's responsibility to represent the interests of its Members and to work for improved conditions of employment for them.
- 5.4 Harrow Council encourages employees to become and remain members of an appropriate trade union in accordance with this agreement.
- 5.5 Harrow Council and the Union recognise their common interest and joint purpose in furthering the aims and objectives of Harrow Council and in achieving reasonable solutions to all matters which concern them. Both parties declare their commitment to maintain good industrial relations.
- 5.6 Harrow Council and the Union accept the need for joint consultation and collective bargaining in securing their objectives. They acknowledge the value of up to date information on important changes which effect employees of Harrow Council.

## **6. UNION REPRESENTATION**

- 6.1 Harrow Council recognises the Union with for the purposes of consultation and negotiations in all matters set out in sections 15 and 16 of this Agreement.
- 6.2 Harrow Council accepts that the Union's members will elect representatives in accordance with their Union Rules to act as their spokespersons in representing their interests.
- 6.3 The Union agrees to inform Harrow Council of the names of all elected representatives in writing within five working days of their election and to inform Harrow Council in writing of any subsequent changes, each time within five working days of the change having taken place. Persons whose names have been notified to Harrow Council shall be the sole representatives of the Union membership.
- 6.4 Harrow Council recognises that Union representatives fulfil an important role and that the discharge of their duties as Union representatives will in no way prejudice their career prospects or employment with Harrow Council.
- 6.5 Harrow Council will inform all new employees of this agreement and will encourage them to join an appropriate union and provide facilities for them to talk to a workplace representative as part of their induction procedure. Harrow Council will supply union representatives with new starter details to enable them to contact new employees.

## **7. TIME OFF TO UNDERTAKE TRADE UNION DUTIES**

7.1 An employee who is an official of an independent trade union recognised by the Council is allowed reasonable paid time off during working hours to carry out certain trade union duties. Trade union duties include, but are not exhaustive, negotiations or other functions related to:

- Attendance at appropriate national conference and TUC conference where appointed by the trade union as a delegate.
- Attendance at Corporate/Departmental Joint Committees including pre-meeting of trade union side only.
- To speak at Induction Courses.
- To represent employees at formal meetings (as long as they have been certified by the union as being capable of acting as a worker's companion).
- Time to prepare for meetings as above
- Undertaking the duties of a Union Learning Representative (ULR) (see 10 below)

## **8. TIME OFF TO UNDERTAKE TRADE UNION ACTIVITIES**

An employee who is a member of a trade union recognised by the Council is allowed reasonable unpaid time off during working hours to:-

- take part in any trade union activity; and
- for the purposes of accessing the services of a ULR

There is no statutory requirement that union members or representatives be paid for time off taken on trade union activities.

## **9. TIME OFF TO UNDERTAKE TRADE UNION TRAINING**

Employees who are recognised trade union officials are allowed reasonable paid time off during working hours to undergo training relevant to the carrying out of their trade union duties.

Employees who are Union Learning Representatives (ULR) are also permitted reasonable time off during working hours to undergo training relevant to their functions as a Union Learning Representative.

Training courses must either be approved by the TUC or relevant union or be in house training relating specifically to Harrow procedures/practices.

In all cases, the amount of time off must be reasonable.

A recognised trade union representative who is dissatisfied with a decision regarding time off for training will have access to the grievance procedure.

## **10. UNION LEARNING REPRESENTATIVES (ULR)**

The functions for which time off as a ULR are allowed are:

- Analysing learning or training needs
- Providing information and advice about learning or training matters
- Arranging learning or training
- Promoting the value of learning or training
- Consulting the Council about carrying out any such activities
- Preparation to carry out any of the above activities

To qualify for paid time off the Union member must be sufficiently trained to carry out duties as a learning representative either:

- at the time when their Union gives notice to their employer in writing that they are a learning representative of the Union, or
- within six months of that date.

In the latter case, the Union is required to give the Head of HR notice in writing that the employee will be undergoing such training and when the employee has done so to give the Head of HR notice of that fact.

Within six months of the date of that notification, the Union should confirm in writing that the training undertaken has been sufficient to allow the ULR to undertake their role, preferably giving details of training which has been completed and any previous training that has been taken into account.

The six-month qualifying period during which an untrained ULR must receive sufficient training to continue operating as a ULR may be extended by mutual agreement.

## **11. TIME OFF WITH PAY**

Recognised trade union representatives will be afforded reasonable time off with pay to undertake trade union duties and training.

There is no statutory requirement to pay for time off where the duties or training is carried out at a time when the official would not otherwise have been at work.

## **12. SECONDMENTS TO UNDERTAKE TRADE UNION DUTIES**

Recognised trade unions may be offered secondments for representatives to undertake trade union duties.

It is for the recognised trade union to determine which representative(s) will be seconded.

However the Head of HR must be given four weeks written notice of any change in the representatives seconded and secondment will be subject to operational constraints.

Harrow council currently offers secondments for up to five full-time equivalent trade union representatives to undertake trade union duties, subject to the cost of secondment not exceeding the budget allocated for this purpose.

The arrangements for secondment may be subject to review and variation at the discretion of the Council with four week's notice.

Where an employee has been seconded to undertake trade union duties the following conditions will apply:

- The Head of HR will be responsible for the management of the secondees' time in relation to annual leave requests, sickness absence and attendance monitoring.
- The secondee will remain on the same terms and conditions as their substantive post.
- The secondee will be entitled to be paid when participating in meetings with Council Members that take place after normal working hours. This includes attending meetings in order to follow debates that may have an impact on employees. For attendance at evening meetings payment is claimed for the time actually spent at the meeting and up to 30 minutes before and after the meeting.

The secondees' hours of work must not exceed the hours applicable to their substantive post. In this respect, secondees will not be paid any additional hours over and above their contractual hours, except in case of attendance at meetings with Council Members or in exceptional circumstances, with the agreement of the Head of HR.

The cost of release to attend training course(s) for secondees will, where approved by the Head of HR, be met from the Union's budget.

### **13. UNION MEETINGS AND OTHER FACILITIES**

Meetings of Union members may be held on Harrow Council's premises outside working hours and there shall be no restriction on the frequency or duration of such meetings. Such meetings will be open to all staff members who are members of the Union.

Union meetings may be held on Harrow Council's premises inside working hours provided that prior consent for such meetings shall be obtained from Harrow Council by the Union. Such consent shall not unreasonably be withheld. The Union shall provide Harrow Council with a timetable of regular Union meetings or give at least three working days notice of the intention to hold a meeting.

Harrow Council agrees to provide defined facilities to the Union representatives to enable them to discharge their duties including: provision of secure office space; a notice board; access to confidential telephone, fax, internal mail and email; reasonable use of equipment such as telephones, photocopiers, and PC's; reasonable accommodation for meetings and trade union education, and reasonable access to administrative support and secretarial services. Costs for these facilities must be contained within the budget provision for trade union facilities.

## **14. INFORMATION**

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

Harrow Council will comply with the ACAS Code of Practice in relation to Disclosure of Information to Trade Unions for Collective Bargaining purposes.

Any dispute between Harrow Council and the Union concerning the disclosure of information shall be dealt with through the Corporate Joint Committee/Employees' Consultative Forum as appropriate.

## **15. CONSULTATION**

Harrow Council undertake to have proper consultation with staff through the Union to enable feedback and discussion before decisions are taken concerning matters directly affecting the interests of Harrow Council staff through the Directorate Joint Committee (DJC) or the Corporate Joint Committee (CJC).

### **(a) Directorate Issues**

Consultation should be initiated by line managers at the appropriate level of seniority. Appropriate in this context is affected by the number of employees involved and the range and depth of the issues involved.

Where an issue affects two or more departments the relevant Director should agree how the consultation is to be handled. To avoid any misunderstanding, it is recommended that the arrangements are confirmed in writing.

Human Resources should to be involved throughout the consultation process, particularly in meetings with employee representatives.

For more detailed information please see attached Appendix 1 – Terms of Reference for Departmental Joint Committees, Appendix 2 - Constitution of Corporate Joint Committee and Appendix 3 - Terms of Reference for Employees Consultative Forum.

### **(b) Corporate Issues**

Harrow Council will consult on the following issues, through the DJC or CJC, as appropriate:

- Issues arising from proposals to change working practices and procedures;
- Issues arising from the introduction or implementation of Council policy;
- Issues concerning the future development or progress of specific items including personnel policies, practices and procedures;
- Issues relating to equal opportunities;

- Issues relating to the Council's future intentions concerning any employment matters;
- Issues relating to training and development;
- General issues concerning employment of staff;
- Any issues referred by the Health & Safety Partnership Board;
- Any other item which both sides agree to refer.

## **16. NEGOTIATION**

Harrow Council will negotiate and reach agreement, through the DJC or CJC on all issues pertaining to terms and conditions of employment affecting staff.

## **17. GRIEVANCES AND DISCIPLINE**

- 17.1 Harrow Council recognises the Union's right to represent the interests of all or any of its members at all stages during grievance and disciplinary procedures and to call in Union officials who are not employees of Harrow Council wherever this is considered appropriate.
- 17.2 Union representatives will be permitted to spend reasonable paid time inside working hours to discuss grievance or disciplinary matters with affected employees, and to prepare their case.
- 17.3 Harrow Council undertakes to inform the Union Regional Officer or Branch Secretary immediately of the name of any union representative faced with disciplinary action to enable the Union to make appropriate arrangements for representation.

## **18. DISPUTES**

- 18.1 In the event of an agreement not being reached at either Departmental Joint Committee (DJC) or Corporate Joint Committee (CJC), current arrangements will remain in place.
- 18.2 In the event of a failure to agree at DJC or CJC, the matter will normally be referred to the Employees Consultative Forum.
- 18.3 Matters may also be referred by either part to be considered by the Chief Executive (or Executive Director) and Regional Officer prior to ECF.

## **19. CHECK OFF**

Harrow Council agrees, subject to compliance with legal arrangements and the authorisation of the member of staff, to deduct monthly subscriptions from the salaries of the Union's members. The sum collected (less the agreed Council charge) together with a list of the names of members and amounts deducted will be sent to the nominated officer of the Union.

**20. VARIATIONS**

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

**21. TERMINATION**

This agreement may be terminated, in full or in part, by giving three months notice in writing to the other party.

SIGNED ..... DATE .....  
for Harrow Council

SIGNED ..... DATE .....  
for GMB



**HARROW SCHEME FOR PAY AND CONDITIONS OF SERVICE**

<b>SUBJECT:</b>	<b>Departmental Joint Committee</b>	
<b>SECTION:</b>	<b>Employee Relations</b>	<b>REF: 4.6</b>
<b>APPLICABLE TO:</b>	<b>All Employees (excluding Contract Services)</b>	
<b>SOURCE AND DATE:</b>	<b>Corporate Joint Committee 8.12.99</b>	

**1. AIMS**

To communicate, negotiate and consult between management and workforce in order to promote good employee relations, reach joint agreement and encourage the concept of workforce and management working together to achieve common ends.

**2. TERMS OF REFERENCE**

- 2.1. The Committee shall be used to progress local issues
- 2.2. The Committee shall not consider issues which fall under the scope of existing procedures. Health and safety matters should be raised at the relevant Safety Group. If there is no Safety Group established within the Department, the DJC shall consider safety matters.
- 2.3. The Committee shall not consider other than in general terms corporate issues or items which would change Council policy or items affecting employees in more than one department. Such items should be referred in the first instance to the Chief Personnel Officer.

**3. MEMBERSHIP**

Heads of Service or delegated officers  
Departmental Personnel Staff  
Local trade union representatives

Ex Officio

Director  
Trade Union Branch  
Secretary or her/his  
representative  
Trade Union  
Regional Officials.

Management and staff from the Service Area concerned in a particular issue may be co-opted and present for the particular items in which they are involved.

## **4. MEETINGS**

- 4.1. Meetings of the Committee should take place at least once a quarter and should be held during working hours.
- 4.2. Sub Committees can be established as appropriate.
- 4.3. An emergency meeting may be called by either side.

The meeting should be convened within 7 working days.

A quorum for the meeting will consist:-

- 2 Trade Union Representatives
- 1 Management Representative
- 1 Human Resources Representative

The Management Representative will be the Director/Head of Service or his/her nominee.

## **5. AGENDA AND MINUTES**

- 5.1. Items for inclusion on the agenda, from either side, normally should be sent in writing to the Director (or nominated officer) at least 72 hours in advance of the meeting, and should set out the nature of the issue and include any background matters.
- 5.2. Minutes of the meeting should be taken and draft minutes circulated to the Branch Secretary (or her/his representative) for agreement within 3 weeks of the meeting. These minutes must include any decision reached and should be agreed at the following meeting.

## **6. DECISIONS OF THE COMMITTEE**

- 6.1. In the event of a failure to agree on an issue, either side may refer the matter to the Employees Consultative Committee.
- 6.2. Nothing in the above procedure precludes the employees side from exercising their rights under Standing Order 31.
- 6.3. If an issue is in dispute it is agreed that action will not be taken by management to implement changes and action will not be taken by a Trade Union to disrupt normal working whilst these local procedures are being applied. Once a decision has been made under 6.1 above, by the Employee Consultative Committee as appropriate, the status quo provision ceases to apply, unless both parties agree to its continuation.

## **7. TRADE UNION FACILITIES**

To facilitate these arrangements reasonable time off for Trade Union representatives will be provided for training, attendance at departmental meetings and meetings of the Trade Union side to discuss departmental related matters.

## **8. GENERAL PRINCIPLES**

The above constitution has been designed as a basic minimum framework. Each departmental committee is free to expand upon any of the above headings in order to meet local structures and circumstances.

**HARROW SCHEME FOR PAY AND CONDITIONS OF SERVICE**

<b>SUBJECT:</b>	<b>Constitution of the Corporate Joint Committee</b>	<b>REF: 4.5</b>
<b>SECTION:</b>	<b>Employee Relations</b>	
<b>SOURCE AND DATE:</b>	<b>Corporate Joint Committee 8.12.99</b>	
<b>APPLICABLE TO:</b>	<b>All Employees (excluding Contract Services)</b>	

**1. AIMS**

- 1.1 To negotiate and consult between management and the Trade Unions on matters of mutual interest in order to promote good employee relations, reach joint agreement and encourage the concept of workforce and management working together to achieve common ends.

**2. TERMS OF REFERENCE**

- 2.1 The Committee shall be used to progress issues affecting more than one department including:
- (i) Issues of a collective nature relating to local conditions of service affecting all employees of the Council. Issues relating to only one employee group based in more than one department will be discussed between management and the relevant trade union as necessary.
  - (ii) Issues arising from proposals to change working practices and procedures.
  - (iii) Issues arising from the introduction or implementation of Council policy.
  - (iv) Issues concerning the future development or progress of specific items including personnel policies, practices and procedures.
  - (v) Issues relating to equal opportunities
  - (vi) Issues relating to the Council's future intentions concerning any employment matters
  - (vii) Issues relating to training and development.
  - (viii) General issues concerning employment of staff
  - (ix) Any issues referred by the Corporate Joint Health & Safety Group

- 2.2 The Committee shall not consider issues which fall within the scope of other procedures, e.g. disciplinary issues, individual grievances and individual grading appeals. Health and Safety issues should be discussed at the Corporate Joint Health & Safety Group.
- 2.3 The Committee shall not consider any issues which only concern employees in a single department. Such issues should be referred to the appropriate departmental Joint Committee.

### **3. MEMBERSHIP**

The permanent membership of the Committee shall be as follows:

Head of Human Resources  
Service Manager (HR)

HR Advisor (Employee Relations)  
UNISON - Branch Secretary plus 2 representatives  
HTCC - 3 representatives  
GMB – Branch Secretary

#### Ex Officio

Chief Executive and Executive Directors

Departmental Directors  
Trade Union Regional Officials

- 3.2. Officers from Organisational Development should be invited to all meetings at which Training and Development is an agenda item for discussion.
- 3.3. From time to time, either side can co-opt an individual with a particular interest in an item which is on the agenda for discussion.

### **4. MEETINGS**

- 4.1. Ordinary meetings of the CJC shall take place once a quarter and shall be held during working hours. Interim CJC meetings (a sub committee of the CJC) shall take place as necessary and may be called either by Management or the Trade Union.
- 4.2. The Trade Union side will meet together in advance of the full meeting if necessary.
- 4.3. Urgent items to be dealt with directly by the Service Manager HR and a minimum of two trade union representatives, one of whom will be the appropriate Branch Secretary (or nominee).
- 4.4. An urgent meeting may be called by either side. This meeting should be convened within 3 days.

## **5. DISCLOSURE OF INFORMATION**

The London Borough of Harrow will comply with the ACAS Code of Practice in relation to Disclosure of Information to Trade Unions for Collective Bargaining purposes.

## **6. AGENDA AND MINUTES**

- 6.1 Items for inclusion on the agenda, from either side, normally shall be submitted in writing to the Personnel Officer (Employee Relations) at least 72 hours in advance of the meeting.
- 6.2 Each item submitted for the agenda should set out the nature of the issue and include any background matters.
- 6.3 Minutes of the meeting should be taken and draft minutes circulated to all Trade Union representatives attending including the Branch Secretary (or her/his representative) for agreement within 3 weeks of the meeting. These minutes must include any decision reached and should be agreed at the following meeting.

## **7. DECISION OF THE COMMITTEE**

- 7.1. Decisions and recommendations of the Committee may be referred to the Cabinet.
- 7.2. Decisions and recommendations of the Committee may be referred, if appropriate, to the Employees Consultative Committee.
- 7.3. In the event of a failure to agree on an issue, either side may refer the matter to the Employees Consultative Committee.
- 7.4. Nothing in the above arrangements precludes the employee's side from exercising their rights under Standing Order 31.
- 7.5. If an issue is in dispute it is agreed that action will not be taken by management to implement changes and action will not be taken by employees to disrupt normal working, whilst local procedures are being applied. This provision will cease to operate once a decision has been made under 7.3 above, unless both parties agree to its continuation.

## **8. TRADE UNION FACILITIES**

To facilitate these arrangements, reasonable time off for trade union representatives will be provided for training, attendance at CJC meetings and meetings of the Trade Union Side to discuss CJC and related matters.



**EMPLOYEES CONSULTATIVE FORUM**

**TERMS OF REFERENCE**

**1.0 Consultation**

- 1.1 The Consultative Forum is the primary mechanism by which Council Members will consult Union Representatives on Council Strategies, policies, organisational change and other issues of mutual concern.
- 1.2 It will also provide a forum for discussion on matters of mutual interest. The Consultative Forum can make recommendations to the Cabinet on such issues.
- 1.3 The Consultative Forum shall make recommendations to the relevant to the relevant Portfolio Holder or Cabinet upon matters, which have not been resolved at management level, specifically: -
  - Items referred by either management or the trade unions following failure to agree at the Corporate Joint Committee (CJC).
  - Items referred by either management or the trade unions following failure to agree at a Departmental Joint Committee (DJC).
  - Items may be referred to the Consultative Forum directly by management or the trade unions.
- 1.4 The Consultative Forum shall not consider issues which fall under the scope of existing procedures, e.g. disciplinary appeals, individual grievances and individual grading appeals.

**2.0 Equal Opportunities**

- 2.1 The Consultative Forum will seek to promote Equal Opportunities in Employment within the Council, ensuring compliance with all the relevant anti – discrimination legislation.
- 2.2 The Consultative Forum will ensure the effective implementation of ‘Making a Difference – Making Equality of Opportunity a reality’. The Forum will receive regular reports of progress including: -
  - Statistics and progress on meeting equality targets including an annual report, such statistics to include details of disciplinary, grievance and redundancy cases analysed by race, gender and disability.
  - Review of equal opportunity policies, procedures and practices
  - Equal Opportunities training, communication with staff and Harrow’s communities

**3.0 Health & Safety**

- 3.1 The Consultative Forum will seek to promote Health & Safety and Welfare within the Council and will keep under review the measures taken to ensure



Health & Safety and Welfare at work. The Forum will receive regular reports on the following :-

- Accidents/ Incidents and notifiable diseases, statistics and trends with recommendations for corrective action
  - Consideration of reports and factual information provided by Health & Safety Executive, Corporate Health and Safety Group, Safety Groups and Trade Union Health and Safety representatives. It will also consider safety audits and internal audit reports.
  - The Council's Safety Policies and the extent to which they are carried out and any need for updating.
  - The effectiveness of Health and Safety and Welfare training, communications and promotions in the workplace
  - Facilities for Safety representatives and training.
- 3.2 The Consultative Committee will carry out site visits of premises, which either are, or potentially are, a cause for concern in respect of Health & Safety or welfare considerations.
- 3.3 Any Health & Safety and Welfare matters, which are the responsibility of the Council as set out in the schedule to the Council's Consultation must be referred to the General Purposes and Licensing Committee.

#### **4.0 Membership**

4.1 The permanent membership of the Forum shall be as follows: -

- a) 7 Councillors to include the Leader and/or Deputy leader, Portfolio holder with responsibility for Human Resources.
  - b) 6 Unison Representatives including Vice-Chair and Trade Union Side Secretary
  - c) 3 Representatives nominated by the Harrow Teachers' Consultative Committee
  - d) 2 further Representatives from the Employee side from either (b) or (c).
- 4.2 The Council Members shall be appointed annually by the Cabinet. If a Council Member is unable to attend any meeting then a duly appointed Reserve Council Member may attend in their place.
- 4.3 The Employee Side Representatives shall be nominated to the Borough Secretary and Solicitor to the Council within 14 days of each Annual Council. If an Employee Side representative is unable to attend any meeting they may nominate a substitute who shall be co-opted onto the committee for the purposes of this meeting.

Others who may attend the Forum include:-

- Chief Executive, Executive Directors & Heads of Service
- Chief Personnel Officer (or representative)
- Trade Union Branch Secretaries (or representative)
- Trade Union Branch Regional Officials (as required)
- Other officers as required.

## **5.0 Recommendations of the Consultative Forum**

- 5.1 Recommendations of the Consultative Forum are reached by a majority vote among elected Members.
- 5.2 Recommendations of the Consultative Forum must go to the relevant portfolio holder or Cabinet, who are the last stage in the local procedures and in the normal course of events will be implemented immediately (subject to the call- in period).

*(Note: A proposal to establish any subsidiary body of this Committee shall be subject to its prior referral to and approval by Cabinet).*