

THE YORKSHIRE AND HUMBER LOCAL AUTHORITY EMPLOYERS' ASSOCIATION
CONSTITUTION AND RULES

1. TITLE

- 1.1 The Body shall be known as the Yorkshire and Humber Local Authority Employers' Association (the "**Employers' Association**").
- 1.2 The Employers' Association is an Employers' Association pursuant to section 122 of the Trade Union and Labour Relations (Consolidation) Act 1992.

2. OBJECTS

- 2.1 The objects of Employers' Association are to:
 - 2.1.1 Maintain and promote our collective coherence and strength as a group of local authority and fire employers, to learn from, and network with each other, influence externally, and to obtain some benefits that are derived from economy of scale; and
 - 2.1.2 Promote excellent people management and organisational development practices and promote their contribution to the improvement of service delivery and organisational effectiveness of local authorities and fire authorities within the Yorkshire and Humber region.
- 2.2 In support of those objects the Employers' Association will provide representatives as members of the Employers' side of the Yorkshire and Humber Regional Council.
- 2.3 The Employers' Association may also undertake like activities on behalf of or in conjunction with the following bodies:
 - 2.3.1 The Local Government Association;
 - 2.3.2 Other Regional Employers' Organisations; and
 - 2.3.3 The National Association of Regional Employers.

3. POWERS AND DUTIES

- 3.1 In pursuance of the objects in Clause 2, the Employers' Association shall have the power to carry out the following functions:

- 3.1.1 Represent the interests of constituent authorities as employers in discussions and negotiations with the trade unions within the Regional Council referred to in Clause 2 above;
- 3.1.2 To co-ordinate in an advisory capacity the activities and functions of the constituent authorities with regard to the regulation of salaries and conditions of service and training development matters;
- 3.1.3 To give advice and assistance to constituent authorities on any matter coming within the objects of the Employers' Association;
- 3.1.4 To develop and represent views on employment, training and development, research policies and programmes of other bodies which may have significant implications on the object or functions of the Employers' Association;
- 3.1.5 To co-operate with the National Employers' side of the NJCs and the national agencies on any matter within its purview;
- 3.1.6 To provide seminars and training events for elected members and officers of constituent authorities on associated matters; and
- 3.1.7 To undertake other activities as may be determined by the Employers' Association within this constitution.

4. **MEMBERSHIP**

- 4.1 Membership of the Employers' Association is drawn from those authorities that are members of the Yorkshire and Humber region and shall include:-
 - 4.1.1 North Yorkshire County Council;
 - 4.1.2 each of Bradford, Leeds and Sheffield Councils;
 - 4.1.3 each of the 11 other Metropolitan/Unitary Councils ;
 - 4.1.4 each of the 7 District Councils; and
 - 4.1.5 each of the 4 Fire and Rescue Authorities.
 - 4.1.6 A Combined Authority that operates wholly or largely in the region and employs it's own staff
- 4.2 Each member authority shall be represented at a meeting of the Association by one representative appointed by the member authority

- 4.3 The quorum for any meeting of the Employers' Association will be one quarter of constituent authorities.
- 4.4 Any member may be represented at a meeting of the Employers' Association by a substitute with full powers, provided that such substitute, who may be an officer, has been duly appointed by the appointment body mentioned above.
- 4.5 Additional members from any of the above appointment bodies can attend meetings of the Employers' Association, such a member will not have the right to vote but will have the right to speak at the discretion of the Chair.

5. **APPOINTMENT OF MEMBERS**

- 5.1 The members of the Association shall be appointed by the appropriate body before the Employers' Association's annual meeting, or as otherwise determined by the appointment body, and shall be eligible for re-appointment

6. **CASUAL VACANCIES**

- 6.1 When a casual vacancy arises a new representative shall be appointed by the body from which the vacancy occurs. The new representative shall continue in office for the period for which the previous representative was appointed.

7. **CHAIR AND VICE CHAIR**

- 7.1 At the Annual Meeting of the Employers' Association a Chair and Vice Chair shall be elected from amongst its members.
- 7.2 The Chair and Vice Chair shall be appointed for a period of 1 year.
- 7.3 Representatives who have served previously as Chair and Vice Chair may offer themselves for re-election.
- 7.4 For so long as they continue to be representatives of the Employers' Association the Chair and/or Vice Chair may only be removed from office during the period for which they have been elected by a special resolution which is approved by a majority of the representatives present and entitled to vote at the meeting at which the resolution is moved.
- 7.5 Should a vacancy arise in the office of Chair or Vice Chair, any appointment to fill the vacancy shall be made at the next ordinary meeting of the Employers' Association held after the date on which the vacancy occurs.
- 7.6 The Chair, if present, and in the absence of the Chair, the Vice Chair shall preside at the meeting of the Employers' Association. If both the Chair and Vice Chair are absent from a meeting of the Employers' Association such representative as the meeting determines shall preside at that meeting.

8. **MEETINGS OF THE EMPLOYERS' ASSOCIATION**

8.1 The Annual Meeting of the Employers' Association shall be held, normally in the months of June or July each year, at which the Secretary shall submit a statement of representatives appointed for the succeeding year.

8.2 Notice of meetings of the members who constitute the Association or any Committee shall be sent to such members in accordance with clause 16 (Conduct of Business).

8.3 The Annual Meeting shall:

- (a) Appoint a Chair and Vice Chair;
- (b) Appoint such Committees as shall be deemed necessary to deliver the objects of the Employers Association;
- (c) Appoint a Secretary ;
- (d) Appoint a Treasurer; and
- (e) Appoint Auditors.

8.4 The business of the Annual Meeting shall also include the following:

- (a) to receive the accounts and the Auditors' report;
- (b) to receive the Annual Report for the preceding year; and
- (c) any other relevant business.

8.5 Voting at meetings shall be by show of hands and the constituent authorities shall use reasonable endeavours to reach decisions by consensus. Where a decision cannot be reached by consensus, voting shall be conducted as a weighted voting scheme of those authorities present as follows:

8.5.1 North Yorkshire County Council shall have 3 votes;

8.5.2 Bradford, Leeds and Sheffield Metropolitan Councils shall have 3 votes each;

8.5.3 The 11 Metropolitan/Unitary Councils shall have 2 votes each;

8.5.4 The 7 District Councils shall have 1 vote each; and

8.5.5 The 4 Fire and Rescue Authorities shall have 1 vote each.

8.5.6 A Combined Authority shall have 1 vote

8.6 In the event of equality of voting on any issue, the Chair shall have a casting vote.

9. **COMMITTEES/PANELS**

9.1 The Annual Meeting of the Employers' Association may appoint such Committees, Panels or Boards as may be considered necessary or expedient for the discharge of the Employers' Association's functions, with such powers and responsibilities as may be specified in creating the Committee, Panel or Board.

10. **APPOINTMENT OF STAFF**

10.1 The Employers Association may appoint staff to assist with the delivery of its objectives.

10.2 Where the Employers Association employs staff, they shall be appointed following an open and transparent recruitment process and in accordance with the procedures approved by any Committee to which staffing matters are delegated by the Employers Association or the Employers Committee.

10.3 All disciplinary or grievance matters shall be dealt with in accordance with all legal requirements and guidance and where appropriate shall be handled by such Committee with those responsibilities as appointed by the Employers Association.

10.4 Where any Member of the Employers Association seconds staff to the Employers Association or makes staff available to the Employers Association, those arrangements shall be subject to a formal secondment agreement.

11. **ROLE OF THE REGIONAL EMPLOYERS DIRECTOR**

11.1 The Regional Employers Director shall provide the Employers Association and its Committees with reports and advice from time to time and shall be entitled to attend all meetings of the Committees established by the Employers Association.

11.2 The Regional Employers Director shall act as an interface between the host, Wakefield Metropolitan District Council and the Employers Association.

12. **FINANCE**

12.1 Subscriptions towards the expenses of the Employers' Association shall be levied on constituent authorities, the amount of the levy being determined each year by the Employers' Association. Each constituent's proportion of the levy shall be assessed by reference to a formula agreed by the Employers' Association.

12.2 Fees may be charged for specific services provided to constituent authorities on an individual or collective basis and other bodies, or for other special activities,

such fees to be calculated to cover the economic cost of providing the service plus an element to offset a proportion of the expenses of the Employers' Association.

- 12.3 The application of the funds of the Employers' Association shall lay within the full control of the Employers' Association, which shall authorise or approve expenditure in pursuance of its objects and in accordance with its powers, duties and functions as set out in these Rules. The Employers' Association may authorise or approve investment or borrowing of monies in such manner as they shall determine.
- 12.4 The Employers' Association financial year shall run from 1 April to 31 March. All contributions shall become due by 1 April in every year. The Employers' Association shall have the power to terminate the membership of any member whose subscription is not paid by 1 September or any year after demand in writing has been sent to that member.
- 12.5 Accounts of all funds held by or on behalf of the Employers' Association shall be prepared annually and shall be audited by a qualified accountant.
- 12.6 Each constituent authority, by accepting membership of the Employers' Association, undertakes jointly with each of the other constituent authorities, whilst it is in membership, to underwrite any liabilities which may be incurred in the name of the Employers' Association, during its period of membership.
- 12.7 Each constituent authority shall continue in membership of the Employers' Association unless it notifies the secretary to the contrary, in writing, at least 12 months prior to the end of the financial year, ie 31 March.
- 12.8 Any constituent authority shall, upon ceasing to be a member of the Employers' Association forfeit all rights to and claims upon the funds, property and assets of the Employers' Association and shall pay such amount representing the authority's share towards liabilities incurred by the Employers' Association assessed as the last day of the authority's membership, based upon the proportion which the subscription of the Employers' Association bears to the total subscription at that time, and in accordance with the relevant accounting standards – such amount shall be determined by the Regional Employers' Director, in consultation with the Employers' Association's Chair or the Vice Chair and notified in writing to the Regional Employers Director of the authority within 7 days of the authority's last day in membership and paid within 14 days thereafter, otherwise the authority shall be deemed to continue in membership of the Employers' Association.

13. **PROPERTY**

- 13.1 The Employers' Association may authorise:

- (a) the acquisition by purchase, lease or otherwise of land, buildings or other property to undertake appropriate functions; and
- (b) the sale, exchange, mortgage, surrender or other disposition of any property.

13.2 Notwithstanding the above clause 11.2, the Employers' Association may authorise;

- (a) that the Property of Employers' Association be held by a lead authority on behalf of the organisation; or
- (b) the incorporation of a company that acts as a trustee for the organisation and acquires property on behalf of Employers' Association as its beneficiary.

14. **CONDUCT OF BUSINESS**

14.1 Notice of meetings shall be given by the Secretary. The period of notice for all meetings shall be 5 working days.

14.2 The Secretary shall determine the content of the agenda for any relevant meeting of the Employers' Association or its Committees following consultation with the relevant Chair (or in their absence the Vice Chair) for the meeting. This agenda shall be circulated with the notice of the meeting.

14.3 The Secretary shall be responsible for making the minutes of every meeting of the Employers' Association or any Board, Panel or Committee available to every constituent authority.

14.4 The Secretary shall be responsible for producing a forward schedule of meetings to be agreed annually and published. Additional meetings may be held as required by agreement between at least one quarter of the constituent authorities.

14.5 No provision of this Constitution may be waived at any meeting of the Employers' Association or any Committees, Panels or Boards created under clause 9 other than on the vote of a majority of the representatives present and entitled to vote.

15. **URGENT BUSINESS**

15.1 The Chair and Vice Chair may, in cases of urgency, act on behalf of the Employers' Association in pursuance of its objectives and current policies. Such action may be authorised by telephone or correspondence and shall be the subject of consultation with such member authorities as may be reasonable

according to the circumstances of the case. Decisions made must be reported to the next meeting of the Employers' Association.

- 15.2 The Regional Employers Director shall be authorised to take any action in relation to the day to day management of Employers' Association in case of urgency in consultation with the Chair (or Vice Chair in the absence of the Chair). Decisions made must be reported to the next meeting of the Employers' Association.

16. **AMENDMENTS TO THE CONSTITUTION**

- 16.1 Minor amendments which do not affect the principles and provisions of the constitution may be made by the Regional Employers Director in consultation with the Chair and Vice Chair subject to being reported to Employers' Association. Any other amendment of this constitution shall be made by the Employers' Association at the Annual Meeting or at any Extraordinary Meeting convened for that purpose. No amendment shall be made except after 21 days' notice has been given to each constituent member and the proposed amendment circulated on the agenda of the meeting at which it is to be considered (other than minor amendments).

17. **DISSOLUTION**

- 17.1 A motion for dissolution of the Employers' Association must be considered at an Extraordinary Meeting of the Employers' Association called for the purpose, in accordance with the constitution. Any decision shall require a two third majority of constituent authorities present and represented at the meeting.
- 17.2 If upon the winding up or dissolution of the Employers' Association there remains any property whatsoever after the satisfaction of all its debts and liabilities, and after due provision has been made for the continuance of payment of any sums in respect of any retirement or redundancy payments made to employees of former employees of the Employers' Association or to dependents of decisions employees for which the Employers' Association is responsible, such special meeting shall determine the manner of disposal of such surplus funds. If there is any outstanding liability, the special meeting shall determine the apportionment of such liability between constituent organisations.
- 17.3 Staff displaced shall either be assimilated into member authorities on terms no less favourable than their current appointments, or have their employment terminated in accordance with contractual arrangements.