



ASLEF Response to the ACAS Draft Code on Settlement Agreements

1. The Associated Society of Locomotive Engineers and Firemen (ASLEF) is the UK's largest train drivers' union representing approximately 18,000 members in train operating companies and freight companies as well as London Underground and light rail systems.
2. ASLEF believes that guidance on this issue will be appreciated by all parties involved although is unclear as to where this Code of Practice will sit in the broader context of other guidance and precedent material.
3. ASLEF would also support there being good practise guidance as well as non-statutory guidance. What we must not lose sight of is that the secrecy afforded by these provisions removes the events they cover from public scrutiny. Therefore the standards applied must be robust.
4. Many employers will be using settlement agreements for the first time, and thus will risk making all the time-honoured mistakes again. Conventions have arisen around compromise agreements because they work and assist the process. It would be useful for the Guide to touch on some of these.
5. Employers should bring the Code and Guide to the employee's attention at the beginning of the process. There should also be extensive discussions on what might be considered impropriety. For example, surely it would be wrong for an employer to make an offer which is clearly not acceptable in an attempt to force the employee in to resigning, or perhaps hiding a

redundancy situation in order to prevent redundancy payments which could be higher than the settlement offered.

6. ASLEF would fully support the details of an offer in writing being included in the statutory code. When an individual is told that they are no longer wanted by an employer, it is likely that their ability to absorb information will be impaired. By having the offer in writing, it will prevent misunderstanding. The Union does not feel that this is a particularly new concept and that it could also help in any possible Employment Tribunals.
7. ASLEF is concerned that the template letter is forcing employees to guess what the employer thinks it knows. Detail is needed so that the employee is clear about the basis on which any decisions are made.
8. It is also important that the code should specify a minimum time period for employees to be given in order to consider an agreement offer. ASLEF would suggest a minimum time period of two weeks should be applied. This could also act as a cooling off period where employees are given the chance to contemplate events that have preceded the offer.
9. ASLEF strongly believes that a good practise recommendation that gives employees the right to be accompanied must come under the statutory code. This is a basic right in any situation like this and prevents impropriety and exploitation.
10. In this context ASLEF, feels that there are few differences between improper behaviour and undue pressure. It is perhaps more appropriate for the code to contain indicative behaviour rather than examples of behaviour. For similar reasons the Union opposes the idea of including examples of what does not constitute improper behaviour or undue pressure. Certain behaviour which may be used as examples of acceptable behaviour could be used in a way that does create pressure,

however the fact that is in the statutory code would mean that an
Employment Tribunal could not correct these aberrations.

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