



TRADE UNION FACILITIES AND
TIME OFF AGREEMENT

Issued by Human Resources
Date 26 April 2010

NUNEATON AND BEDWORTH BOROUGH COUNCIL

Quality Record

Issue No.	Date	Initial EIA	Stage	Agreed
1	26/4/10		Final	JCC

CONTENTS

<u>SECTION</u>	<u>SECTION NO</u>
INTRODUCTION	1
GENERAL PRINCIPLES	2
ACCREDITED REPRESENTATIVES	3
NOTIFICATION OF REPRESENTATIVES	4
DUTIES/ACTIVITIES OF REPRESENTATIVES	5
FACILITIES	6
TRADE UNION TRAINING	7
TIME OFF/PAYMENT FOR TIME OFF	8
PROCEDURE FOR REQUESTED TIME OFF	9
RECORD OF TIME OFF	10
EXPENSES	11
GRIEVANCES	12
STATUS OF AGREEMENT	13
COMMENCEMENT AND REVIEW	14

1. INTRODUCTION

- 1.1 This agreement contains the principles and practices in respect of facilities to be made available to those employees, not being paid officials of any of the recognised Trade Unions or Associations, who are accredited representatives of those organisations.
- 1.2 This agreement between the recognised Trade Unions/Associations and the Borough Council shall be incorporated into the locally agreed conditions of service of employees of the Borough Council.
- 1.3 The agreement applies to all employees who are members of a recognised trade union, all recognised trade unions and all managers.
- 1.4 The provisions of this agreement are based upon the recommendations within the ACAS Code of Practice on "Time Off For Trade Union Duties and Activities".
- 1.5 The recognised Trade Unions which are party to this agreement are:
- | | |
|--------|-------|
| UNISON | UNITE |
| GMB | UCATT |
- 1.6 All references in this agreement to representatives are references to accredited representatives as described in paragraph 3.1.

2. GENERAL PRINCIPLES

- 2.1 This agreement is based on a belief that both the Trade Unions and the Borough Council accept their joint responsibility for ensuring a well ordered system of trade union organisation and industrial relations. The parties to the agreement recognise the contribution that can be made by the Trade Unions and their local representatives to the smooth running of the services provided by the Borough Council.
- 2.2 In reaching this agreement and in operating it both parties have regard to the value of effective employee representation as a means of promoting good industrial relations, the need to avoid unnecessary costs and the need to maintain the effective running of the organisation. The resource implications of this agreement are recognised by both parties.
- 2.3 In the normal communications role it is not envisaged that the Trade Union Representatives involved should supersede the duties more appropriately carried out by the relevant supervisor/manager. However, where issues relate to the overall conditions of employment of an individual or a section of employees, prior involvement of the appropriate union representatives should be sought by management.

2.4 The Borough Council Recognises:

- ◆ Entitlement to pay for time off taken by Trade Union Officials for purposes set out in this Agreement.
- ◆ The need for consultation on time off/facilities arrangements.
- ◆ The need for a certain level of facilities to enable efficient performance of trade union duties and effective union communication.
- ◆ The need for management to seek to reach agreement with the Trade Unions regarding arrangements to cover the work of the officials taking time off.

3. ACCREDITED REPRESENTATIVES

3.1 An accredited representative of a recognised trade union is an employee who is:

- ◆ A member of the national executive or other national committee of their organisation, or a representative of their organisation appointed by the national executive to serve on a national body, OR
- ◆ A local officer of a recognised trade union whose necessary duties are at local authority level, OR
- ◆ A local officer whose duties are at a lower level of an association within the area of the main remit of the local organisation, OR
- ◆ A representative whose duties will be limited to activities which are a necessary part of their duties for their organisation and its members within the department in which they are employed, OR
- ◆ appointed in accordance with the rules of the union, OR
- ◆ accredited by the union in accordance with the rules of the union, OR
- ◆ employed, in the same group, section or department as the people they represent.

3.2 It is accepted that in certain situations a representative may have responsibility for more than one of the functional levels.

3.3 There will normally be one representative in each department, however, in some circumstances it is accepted that more than one representative may be required.

3.4 Factors to take into account when considering representatives are, geographical distribution of the membership, total size of the membership, shift working, unsocial hours and weekend working.

- 3.5 The Trade Union undertake to ensure that all their representatives understand the extent of their authority and responsibility as representatives of their respective organisations.

4. NOTIFICATION OF ACCREDITED REPRESENTATIVES

- 4.1 The Trade Union will notify the Head of Human Resources and the relevant Department, in writing, of the names of all representatives who operate at the level of local officer and who hold office with the union at regional or national level, by 31st March each year.
- 4.2 The Trade Union must notify the Head of Human Resources and the relevant Department of any Representative who ceases to be a Union Official, whether on a temporary or permanent basis and the date on which service ceased.
- 4.3 The Trade Union will provide details of every employee elected or appointed, the position to which appointed and the constituency for which the official has been elected and appointed.

5. DUTIES AND ACTIVITIES OF REPRESENTATIVES

- 5.1 This facilities agreement shall apply to all trade union duties undertaken by the Representative as defined above and will include the following:
- a). negotiations with the Borough Council.
 - b). matters arising out of use of any grievances procedures which have been agreed between the Borough Council and the Trade Union.
 - c). the responsibilities of the representatives in connection with the interests of their members either collectively or individually.
 - d). functions connected with the training of representatives, including attendance at training courses arranged by the trade union at national, regional or local level.
 - e). responsibilities of representatives to their unions (e.g. Attendance at national conferences and national or regional bodies.)
 - f). functions connected with the recruitment and retention of members. This is likely to include, without interfering with the normal functioning of the department, contact with appointed employees, including the convening of meetings for the purpose of explaining the advantages of membership.
 - g). to represent the members of their union within the agreed constituency and to investigate any complaint or difficulty arising out of employment. They may also assist in other constituencies as desired by the union or branch thereof with the agreement of management.

- h). to co-operate with management to ensure that national, regional and local agreements are observed by both parties.
- i). to carry out the functions assigned in the agreed Grievance and Disciplinary Procedures, as desired by both parties.
- j). to act as a link between management and employees in their union.
- k). to take part in briefing by and consultation with management on behalf of the members of the union within their constituency.
- l). the communication of national, area, district and branch policy to union members as desired and indicated by the union or branch.
- m). collective bargaining with the appropriate level of management.
- n). meetings with other lay representatives or with full time representatives on matters which are concerned with industrial relations between the Borough Council and its employees (providing such meetings are properly authorised in accordance with local negotiating or consultation procedures).
- o). representing the trade union at meetings of the employee side of the Regional Council where elected to do so.
- p). attend meetings of official policy making bodies.
- q). attend meetings of district, regional or national committees.
- r). attend meetings of external bodies such as Training Boards.

6. FACILITIES

6.1 In consideration of the current Trade Union membership, the Council provides formal Works Convenor roles as follows:

1. Trade Union with largest membership – 1fte
2. Trade Union with second largest membership – proportionate percentage

This provision to be reviewed bi-annually to coincide with the appointment of the Works Convenors.

6.2 The facilities for representatives to carry out trade union duties shall include:

- a). Arrangements for carrying out his or her union responsibilities and for obtaining leave of absence, with pay if appropriate if it is a trade union activity as listed in section 8, in order to perform his or her duties and activities.
- b). Arrangements for the use of accommodation for meetings. Such accommodation to be free of charge in respect of meetings during normal working hours of caretaking staff.

- c). Arrangements for the use of Borough Council's "E" mail system and such other means of distribution which will not incur extra cost to the Borough Council, for official union communication with members.
- d). Arrangements for use of telephone and fax by designated representatives. Payment for outside calls will be required.
- e). Arranging for deduction of membership subscriptions at source where this is requested. It will be for each member to decide whether to opt for deduction at source if this facility is requested by their trade union.
- f). Notice board facilities to be provided. Each trade union to provide their own headings.
- g). Access to documents which set out pay, conditions of service, Borough Council regulations, policies and procedure.
- h). Facilities for the election of representatives. Upon request facilities will be made available by management. These facilities will include the provision of ballot boxes and the opportunity for employees to cast their votes.
- i). Interview facilities will be made available to representatives by prior arrangement with management as and when the need arises.
- j). Accommodation will be made available by the Borough Council upon prior request to management as and when the need arises for meetings between representatives and their members.
- k). Arrangements for the use of typing, duplicating and photocopying equipment subject to discussion with management regarding appropriate times for use of such equipment and payment for materials used.
- l). Where the volume of work justifies it, the use of dedicated office space. In which case desks and chairs will be provided from the Borough Council's surplus stocks. Such furniture should be of no lesser quality than that provided to employees.
- m). The use of Borough Council printing facilities shall be subject to a formal Service Level Agreement.
- n). A secure place in which to keep union papers/records.

7. TRADE UNION TRAINING

- 7.1 Representatives of recognised trade unions will be permitted reasonable time off, during working hours to under-go training relevant to the carrying out of their duties.
- 7.2 Training should be in respect of industrial relations relevant to the duties of a representative. There is no one recommended syllabus for training as a

representatives duties will vary according to the collective bargaining arrangements in place, the structure of the trade union and the role of the representative.

- 7.3 the training must be approved by the Congress or by the representative's trade union.
- 7.4 The Borough Council recognise that representatives are more likely to carry out their duties effectively if they possess skills and knowledge relevant to their duties, and it is the Borough Council's policy that all representatives be afforded the opportunity to undergo basic training in such duties upon request by the trade union concerned and subject to the operational needs of the service. Management will consider releasing representatives for initial training in representational skills as soon as possible after their election or appointment, bearing in mind that suitable courses may be infrequent.
- 7.5 Reasonable time off may also be considered in the following circumstances:
- a). Further training where the representative has special responsibilities.
 - b). Where there are proposals to change the structure and topics of negotiation about matters for which the union is recognised, or where significant changes in the organisation of work are being considered.
 - c). Where legislated changes may affect the conduct of industrial relations at the place of work and may require the reconsideration of existing agreements.
- 7.6 Representatives who are permitted time off to attend relevant training will be paid for the time off taken, or, where earnings vary with the work done, an amount calculated by references to the average hourly earnings for the work they are employed to do.
- 7.7 Where trade union training coincides with weekends or rest days, the Borough Council is under no obligation to pay for such time nor provide a suitable rest day.

8. TIME OFF/PAYMENT FOR TIME OFF

- 8.1 Nuneaton and Bedworth Borough Council in recognising the importance of allowing time off for duties will authorise such time off subject to the exigencies of the service. A prime objective of the Council is to ensure that a quality service is maintained. Trade Unions are requested to be mindful of the effects on service delivery that can arise as a result of key employees who are absent from work as a result of undertaking trade union duties.
- 8.2 Representatives will be granted reasonable paid time off during working hours for such purposes as set out in the ACAS Code of Practice, that is "duties" concerned with consultations, negotiations or other functions involving the conduct of the employee relations business of the Borough Council as follows:
- a) terms and conditions of employment or the physical conditions in which workers are required to work. Examples could include:

- * pay
 - * hours of work
 - * holidays and holiday pay
 - * sick pay arrangements
 - * pensions
 - * vocational training
 - * equal opportunities
 - * notice periods
- b) engagement or non-engagement, or termination or suspension of employment or the duties of employment, of one or more workers. Examples could include:
- * recruitment and selection policies
 - * human resources planning
 - * redundancy arrangement
- c) allocation of work or the duties of employment as between workers or groups of workers. Examples could include:
- * job grading
 - * job evaluation
 - * job descriptions
 - * flexible working practices
- d) matters of discipline. Examples could include:
- * disciplinary procedures
 - * arrangements for representing trade union members at internal interviews.
 - * arrangements for appearing on behalf of trade union members, or as witnesses, before agreed outside appeals bodies or industrial tribunals.
- e) trade union membership or non-membership. Examples could include:
- * representation arrangements
 - * any union activity in the induction of new workers.
- f) facilities for officials of trade unions. Examples could include any agreed arrangements for the provision of:
- * accommodation
 - * equipment
 - * names of new workers to the union
- g) machinery for negotiating or consultation and other procedures. Examples could include arrangements for:
- * collective bargaining
 - * grievance procedures
 - * joint consultation
 - * communicating with members

- * communicating with other union officials also concerned with collective bargaining with the employer.

h) the duties of representatives must be connected with or related to consultations and negotiations with the Authority or the application of its policies and procedures. Reasonable time off may be sought, for example to:

- * prepare for negotiations
- * inform members of progress
- * explain outcomes to members
- * prepare for meetings with the employer about matters for which the trade union has only representational rights.

8.3 It is recognised that with the size and diversity of the Council some provision of planned facilities time is necessary to promote effective employee relations. To minimise staff disruption and assist in workload planning the Council will provide an elected full time Works Convenor representing: UCATT, GMB, MPO, and UNITE and one part time (18.5 hours per week) Works Convenor representing Unison.

8.4 Where paid time off has been agreed for a representative to perform a trade union duty payment will be either the amount that the employee would have earned had they worked during the time off taken, or, where earnings vary with the work done, an amount calculated by reference to the average hourly earnings for the work they are employed to do. There is no statutory duty to pay for time off where the trade union duty is carried out at a time when the employee would not otherwise have been at work, but where such hours are at the specific request of management time off in lieu or in exceptional cases additional payments, paid at plain time may be approved.

8.5 The amount and frequency of time off should be reasonable in all the circumstances. Although the statutory provisions apply to all employees without exception as to the size and type of business or service, trade unions should be aware of the wide variety of difficulties and operational requirements to be taken into account when seeking or agreeing arrangements for time off, for example:

- * the size of the organisation and number of workers.
- * the attainment of service delivery and to meet work deadlines.
- * the need to maintain a service to the public.
- * the need for safety and security at all times.

The Borough Council in turn, will bear in mind the difficulties for representatives in ensuring effective representation and communication with, for example:

- * shift workers.
- * part time workers.
- * those employed in dispersed locations.
- * workers with particular domestic commitments.

8.6 For time off arrangements to work satisfactorily trade unions must:

- * ensure that representatives are aware of their role, responsibilities and functions.

- * inform management, as soon as possible of appointments or resignations of representatives.
- * ensure that representatives receive written credentials promptly.

8.7 There is NO requirement that trade union members or representatives be paid for time off taken on trade union activities. However, an employee who is a member of a recognised trade union is permitted reasonable time off, during working hours to take part in any trade union activity. The Borough will consider payment for trade union “activities”. Such requests should be made, in writing to the Director of Environmental Services. Where a dispute over authorisation occurs recourse can be made to the Council’s Grievance Procedure.

Trade union activity of a trade union member can be for example:

- * attending workplace meetings to discuss and vote on the outcome of negotiations with the Borough Council.
- * Meeting full time officials to discuss issues relevant to the workplace.
- * voting in properly conducted ballots on industrial action.
- * voting in union elections.

Where the member is acting as an representative of a recognised trade union, activities can be for example, taking part in:

- * branch, area or regional meetings of the union where the business of the union is under discussion.
- * meetings of official policy making bodies such as executive committees or annual conference.
- meetings with the full time officials to discuss issues relevant to the workplace.

9. PROCEDURE FOR REQUESTING TIME OFF

9.1 Representatives must not leave their place of work to conduct trade union business without permission from management.

9.2 Representatives requesting time off to pursue industrial relations duties or activities must provide management with as much notice as possible and give details of:

- * the purpose of such time off.
- * the location
- * the timing and estimated/anticipated duration of the time off required.
- * in addition, for district, regional or national committees, the capacity in which the representative is representing the local branch, and his or her position on the committee.

9.3 For the avoidance of doubt and to make the process effective, management will make available the names and positions of persons authorised to grant time off facilities in the workplace.

The manager will be authorised to grant permission sought, except:

- * where it is believed that the request may not fall within the terms of this agreement, in which case the Director of Environmental Services shall be consulted and the decision will be final.

- * where the manager believes that the granting of the request would seriously disrupt the service of the borough council the manager shall consult the Director of Environmental Services who may refuse to grant leave at a particular time if it is considered that the representative's absence at that time would seriously disrupt a service of the borough council, or create a potential threat to the health and safety of other employees, the public or Council property.

9.4 Management and representatives should seek to agree a mutually convenient time for meetings which minimises the effect on operations and services. Where workplace meetings are requested consideration should be given to holding them at times which are least disruptive to the service.

10. RECORD OF TIME OFF

10.1 A record shall be maintained in each Department on forms to be supplied by Human Resources. The form is to be completed by the Trade Union and authorised by a nominated member of management, and will show-

- * the name of the representative taking time off
- * the reason for the time off.
- * the date and time for which leave was taken.
- * the authorisation of the manager concerned.
- * the signature of the representative.
- * where the time off was initiated by management.

11. EXPENSES

11.1 The Borough Council undertakes to reimburse expenses incurred by Representatives where these relate to duties undertaken at the Borough Council's request. This will include reimbursing agreed travelling expenses and subsistence allowances where incurred. For their part representatives will be expected to meet their own expenses for the following:

- * travelling expenses to and from union meetings, meetings with union members or any other meeting not convened by the Borough Council.
- * expenses incurred on trade union training courses, seminars, conferences etc.
- * attendance at public meetings.
- * expenses incurred for representing, recruiting or inducting members.
- * expenses arising from the attendance at regional or national joint bodies.

12. GRIEVANCES IN TERMS OF THE APPLICATION OF THIS POLICY

12.1 All parties should attempt to resolve any grievances relating to the application of this agreement by informal means with the manager concerned, and if necessary with the assistance and agreement of Human Resources. This may also require the involvement of the full time official of the trade union concerned. If it is not possible to resolve the matter by informal means the formal Grievance Procedure should be utilised, which may require the involvement of a full-time officer of the Trade Union.

13. STATUS OF THIS AGREEMENT

13.1 It is agreed that this agreement is not legally enforceable but both parties agree to work towards and within the spirit and intention of the agreement and to use their best endeavours to maintain the agreement all times.

14. COMMENCEMENT AND REVIEW

14.1 This agreement shall commence on 26 April 2010 and shall remain in force until terminated by either party giving three months written notice of termination to the other party.

14.2 The Agreement will be reviewed after six months of initial operation and annually thereafter. If either the Borough Council or the union(s) desires to amend this agreement written notice shall be given and negotiations will commence at the earliest convenient date.

14.3 This agreement, is signed on behalf of the borough council and the recognised trade unions by:

(Details and signatures of all parties.)

MANAGEMENT

Signed..... Date.....

TRADE UNIONS

Signed..... Date.....
(UNISON)

Signed..... Date.....
(UNITE)

Signed..... Date.....
(GMB/MPO)

Signed..... Date.....
(UCATT)