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Facilities Time Agreement



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Facilities Time Agreement



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1.0 DEFINITION OF TERMS

The Definition of Terms insofar as this agreement is concerned is as follows:

Term	Definition
<i>The Council</i>	Refers to North East Lincolnshire Council
<i>The Union/s</i>	Refers to UNISON, TGWU and GMB
<i>Staff</i>	Refers to all employees of the Council
<i>Recognised independent Trade Union</i>	An independent Trade Union represented on the NJC, recognised by North East Lincolnshire Council for the purposes of collective bargaining.
<i>Trade Union official</i>	An employee of the Council who has been elected or appointed in accordance with Trade Union rules to be a representative of all or some of the Trade Union members employed by the Council.
<i>Full-time Trade Union official</i>	An individual who is employed by the Trade Union.
<i>Trade Union duties</i>	Relating to issues directly concerning the Council. Examples of duties are at Paragraph 8. Time off is generally paid.
<i>Trade Union Functions</i>	As prescribed by the SRSC Regs. Time off is paid. The term 'reasonableness' does not apply.
<i>Trade Union activities</i>	Relating to issues concerning the internal workings of the Trade Union. Time off is generally unpaid. Examples of TU activities are at Paragraph 12.
<i>Corporate issues</i>	Issues that affect the whole Council e.g. employment policy issues.
<i>Directorate issues</i>	Issues that are confined to a specific Directorate e.g. reviews or reorganisations
<i>Trade Union Training</i>	Approved by the TUC or the individual Trade Union and in the interests of industrial relations relevant to the duties and/or functions of the representative involved (paragraph 22).
<i>Payment for undertaking Trade Union duties and functions</i>	Employees granted paid time off to undertake Trade Union duties under the terms of this agreement will be paid the amount they would have earned had they worked. Where this varies, an amount calculated by reference to the average hourly earnings will be paid.

Term	Definition
<i>Payment for undertaking Trade Union training</i>	Full-time employees granted paid time off to undertake Trade Union training under the terms of this policy will be paid the amount they would have earned had they worked. Where this varies, an amount calculated by reference to the average hourly earnings will be paid. Part-time employees undertaking Trade Union training outside their normal working hours will be paid on the same basis as full-time employees (see above), subject to the full-time equivalent maximum.

2.0 COMMENCEMENT DATE

This Agreement commences on 1 April 2007

3.0 PURPOSE OF THE AGREEMENT

The Council encourages its staff to belong to one of the recognised Trades Unions. It also supports the system of collective bargaining with the recognised Trades Unions and the principle of solving employee relations problems by constructive discussion and agreement.

This agreement is intended to provide the means, by the provision of facilities, including appropriate time off (with or without pay, depending upon the circumstances) for recognised Union representatives, so as to enable them to contribute to the maintenance of good employee relations.

The provisions of this agreement shall apply to accredited representatives of the Unions, working for the Council, who have been duly elected or appointed in accordance with the rules of the relevant Union and whose details have been notified in accordance with the agreed procedure as at paragraph 6 below.

The parties to this agreement believe that truly representative and effective Unions will enhance workforce employee relations and that the Council benefits by being able to consult / negotiate with Union representatives who:

- Know and understand their role as officials of the Union.
- Are fully aware of the key issues affecting the Council and the members they represent.
- Have the skills to put their case and handle consultations and negotiations constructively.

4.0 SCOPE

The provisions of this agreement apply only to employees of the Council who are officials/members of the recognised independent Trades Unions.

This policy does not apply to time off for Trade Union activities which themselves consist of industrial action.

5.0 PRINCIPLES

The following principles form the basis of the agreement:

- Compliance with the National Joint Council's (NJC) guiding principles to support and encourage stable industrial relations and negotiations and consultation between local authorities as employers and the locally recognised independent Trades Unions;
- Compliance with the principles and intent of the Council's Corporate Equalities Scheme (see policy);
- Fair and consistent application across the Council;
- The encouragement of good working relations between the Council and the locally recognised Trades Unions;
- The encouragement of employees to join one of the locally recognised Unions and to participate in its lay structures;
- To aid and improve the effectiveness of relationships between the Council and the recognised Trades Unions;
- There should be effective methods of negotiation, consultation and communication, recognising the joint desire of the Council and the recognised Trades Unions to deal effectively with each other;
- Both the Council and the recognised Trades Unions have a responsibility for ensuring a well-ordered system of industrial relations;
- Managers and all representatives of recognised Trades Unions shall comply fully with the provision for requests for facilities/time off as detailed in this agreement;
- Time off for representatives (other than safety representatives) is subject to the exigencies of the service but the aim would always be to grant time off whenever possible;
- The Union will determine the appropriate number of representatives they wish to appoint, having regard for the size and /or location of its membership.
- No individual shall suffer detriment due to their duties as a Trade Union representative;
- The Council will agree with the Trades Unions the detailed arrangements within the provision of this agreement;
- It is recognised that all employees are free to join the Trade Union of their choice (whether or not that Trade Union is recognised by North East Lincolnshire Council).
- Human Resources have responsibility for ensuring that the agreement is applied consistently throughout all Directorates.

Please note that there are key links to a number of other policies and procedures eg Corporate Consultation, Code of Conduct.

6.0 NOTIFICATION OF REPRESENTATIVES

The branch office shall notify the Deputy Director of Human Resources, in writing, of all new appointments. The letter will provide the following details regarding the employee.

- name;
- workplace address;

- preferred contact telephone number / e mail address
- line manager;
- position appointed to;
- date of appointment to the position.

Within ten days of receipt of the notification, the Deputy Director of Human Resources will write to the branch office confirming that the employee has been registered as a recognised representative and will be afforded access to the facilities granted by this policy. This letter will be copied to the employee and their line manager.

The Union will issue written credentials in accordance with their rules/procedures to their representatives.

Where a Trade Union position is subject to annual election and an individual is re-elected, the above procedure need not apply.

The branch office will also inform the Deputy Director of Human Resources, in writing, of any resignations from positions as soon as reasonably practicable after the resignation.

Persons whose names have been notified to the Council in accordance with this agreement shall be the sole representatives of the Union membership other than full time officials engaged by the Union.

7.0 THE ROLE OF REPRESENTATIVES AND LAY OFFICIALS

The Council and the Unions recognise that the industrial relations role of representatives and officials is important and additional to their duties as employees of the Council. Their roles and responsibilities are as follows:

- To be responsible to and for a group of members;
- To undertake industrial relation duties operating within the policies of their Union. Issues may include members' grievances, discipline, learning, health and safety, equal opportunities, service conditions, and any matter listed in this Agreement.
- To seek full Trade Union membership amongst all employees of the Organisation;
- To communicate with Members, the Chief executive, Deputy Chief Executive, Executive Directors, Deputy Directors, the Joint Negotiating bodies and with the relevant Union bodies;
- To represent the Union in the joint negotiating and joint consultative machinery at local, regional and national level;
- To meet with other representatives, officials or full time Union officers on matters covered by this Agreement;
- To attend meetings of the Trade Union of which the person is a representative or of which he/she is an official, (such as Branch or Branch Committee Meetings);
- To seek to ensure that agreements are adhered to;
- To organise meetings of members both during and outside working hours in accordance with the ACAS Code of Practice and any prevailing local agreements.

8.0 TIME OFF FOR TRADE UNION DUTIES

Recognised Trade Union representatives will be permitted paid time off during working hours to carry out duties that are concerned with any aspect of collective bargaining and representation of individual members concerned with, or related to, or connected with:

- ❖ Terms and conditions of employment, or the physical conditions in which staff are required to work. Examples include:
 - Pay
 - Hours of work
 - Holidays and holiday pay
 - Sick pay arrangements
 - Pensions
 - Learning and training needs
 - Equal opportunities
 - Notice periods
 - The working environment
 - Operation of digital equipment and other machinery;
- ❖ Engagement or non-engagement, or termination or suspension of employment or the duties of employment, of one or more staff: Examples include:
 - Recruitment and selection policies
 - Workforce planning
 - Redundancy and dismissal arrangements;
- ❖ Allocation of work or the duties of employment as between workers or groups of workers. Examples include:
 - Job grading
 - Job evaluation
 - Job descriptions
 - Flexible working practices
 - Family friendly policies;
- ❖ Matters of performance, grievance and discipline. Examples include:
 - Disciplinary, grievance and other disciplinary related 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 appeal bodies or employment tribunals;
- ❖ Trade union membership or non-membership.

9.0 HEALTH AND SAFETY REPRESENTATIVES

The Trade Union is responsible for the appointment of Health and Safety representatives. The Council has the duty to permit Safety Representatives such time off with pay as is necessary for the purposes of:

- Performing their functions under health and safety legislation
- Undergoing such training as is reasonable
- Attending Health and Safety meetings at local, regional and national levels where appropriate:
- Any other functions contained within the SRSC Regulations and/or locally agreed functions.

10.0 TIME OFF FOR UNION LEARNING REPRESENTATIVES

Accredited Life Long Learning Advisors/Learning Representatives are entitled to take reasonable paid time off for the following specific purposes.

- 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 employer in relation to such activities;
- preparation in relation to such activities;
- undergoing relevant training.

11.0 TIME OFF FOR INFORMATION AND CONSULTATION REPRESENTATIVES

Information and consultation representatives are entitled to take reasonable paid time off during working hours to perform their functions as a representative.

They are protected against unfair dismissal or detriment under the regulations for actions related to the regulations, the only exception being where they have breached the confidentiality of the employer.

12.0 TIME OFF FOR TRADE UNION ACTIVITIES

To ensure that workplace meetings are fully representative, paid time off for Trade Union representatives and members may be considered for:

- attending workplace meetings to discuss and vote on the outcome of negotiations;
- meeting full time officials to discuss issues relevant to the workplace;
- conducting Union elections.

The Council and the Unions also recognise that it is in the interests of the effective and democratic operation of the Unions that representatives or officials participate in other activities of their Union. Reasonable time off with pay, during working hours, will be granted for these purposes which may include:

- Participation, as a representative, in meetings of official policy making and consultative bodies of the Union such as annual conferences or regional meetings.

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- Representing the Union on external bodies such as committees or working parties within the official Union structure.
- Holding office on official bodies of the Union.

The Union will notify the Council at the beginning of each year of the anticipated calendar of such events wherever possible and the likely number of representatives who will be required to attend.

13.0 FACILITIES

The Council recognises the importance and benefits that effective and well organised Trades Unions can bring to the Council.

Where resources allow the Council will make available reasonable facilities in order to enable Trade Union representatives to operate efficiently and effectively.

Use of such facilities is subject to prior Council approval. The proposed use must be in connection with the Trade Union's business, authorised by the Branch and/or Regional and/or National offices and must relate only to Council business.

The Council agrees to provide defined facilities to the Union representatives to enable them to discharge their duties including, where relevant,

- provision of office space / furniture;
- notice boards;
- access to confidential telephone, fax, internal mail, intranet and email;
- reasonable use of equipment such as telephones, franking machines, photocopiers, and PC's;
- reasonable accommodation for meetings and Trade Union education

Where the volume of work justifies it, the use of secure, dedicated office space and office equipment will be provided.

In order to facilitate effective communication between the Council and the Trades Unions, the Council will provide reasonable secretariat facilities to formal joint Council/Trade Union meetings.

The Council will also afford the recognised Trades Unions access to the following facilities:

- staff notice boards, where they are in existence;
- the Council's IT and e-mail systems (on a confidential basis);
- the Council's intranet system (including access within Schools);
- use of the internal post system for distribution of mail;
- the Council's telephone facilities;
- access to the names and workplace addresses of new starters and leavers on a monthly basis
- access to the Council's induction programme.

Wherever possible the Council would wish to minimise the impact of the conduct of official Trade Union business on service provisions to customers. In this regard consideration will be given to the timing and location of meetings. This does not represent a lack of commitment on the part of

the Council to the establishment of effective industrial relations mechanisms and associated facilities.

Subject to budgetary provisions detailed above, the Council will also provide other reasonable facilities to the Trades Unions in order to allow the effective and efficient conduct of duties. Examples of such other facilities may include the provision of car parking passes (which must be used in accordance with the Council's policy), access to printing facilities etc.

Access to the Council's Touchdown space may also be provided for Trade Union business subject to service needs.

14.0 NOTIFICATION PROCEDURE (REQUESTS AND MONITORING OF TIME OFF)

All requests for time off must be submitted, wherever possible in advance, in accordance with the prescribed procedure detailed below.

The application process is as follows:

Section one of the application for time off form at Appendix 1 must be fully completed by the representative making the request. This will provide, wherever possible a minimum of 3 working days' notice, although it is expected that additional notice will normally be provided if this is available.

Where a schedule of dates is available for a series of meetings, all dates should be supplied to enable time off to be diared.

The representative must forward the application to the relevant line manager, for consideration. Where an individual is requesting time off to attend an accredited Trade Union training course, the application should be accompanied by a copy of the course syllabus or prospectus indicating the content of the training course. Applications without this information will be returned to the applicant for more detail to be supplied.

The line manager will consider the request, taking into account this agreement, the reason for the request, the amount of notice given and the ability to ensure that the service can be adequately provided on the date(s) requested. This may be done by a variety of means in conjunction with the representative and the staff involved.

The line manager may consult with a member of the Human Resources team, if necessary.

The line manager will complete section two of the form and return it to the representative involved indicating one of the following:

- a. That the request for time off has been granted with pay;
- b. That the request for time off has been granted without pay;
- c. That the request for time off has been refused.

In each of the above cases, reasons for the decision will be noted on the form by the line manager.

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A copy of the form will also be forwarded to Human Resources for the employee's personal file and if the request has been granted without pay, or with additional pay, a copy will be sent to Payroll, in order that the deduction/addition to salary can be made.

Where time off is being sought by a number of Trade Union representatives from one Union to attend the same meeting, for example stewards meetings, one request for time off may be made on behalf of all of those seeking time off. However, where more than one line manager is involved, a request for time off must be made to each line manager.

If it is not possible for an individual to submit a written application for time off, then a verbal application for time off must be made in advance to the relevant line manager. Verbal applications must, in all cases, be followed up by the submission of a written request in accordance with the procedure detailed above. It is expected that retrospective written applications will only be made in exceptional cases e.g. Safety Reps.' where an inspection after an accident/incident, when notice is required only if "reasonably practicable". Retrospective applications will not, under any circumstances, apply to time off to attend Trade Union training, where a written application must be made prior to the course.

The employer will ensure that management at all levels are familiar with these agreements and arrangements relating to them.

Full time representatives are required to complete a monitoring form as in Appendix 2 attached and forward this to Human Resources on a monthly basis.

All other representatives are required to complete the Notification of Time Off for Trade Union Duties form attached at Appendix 3. They will also be required to complete and submit facility time-recording sheets on a monthly basis to the relevant Branch Secretary/Senior Representative who will forward the recording sheets to the Human Resources Manager.

15.0 TIME OFF FOR MEMBERS

Trade Union members may contact their Union during paid time where there is an issue relating to their employment.

If Union Representatives want to call a meeting of their members in working time or on the employer's premises (eg for meeting representatives on conduct or capability matters), they should contact the managers of the groups involved to make a request and advise of the likely duration of the meeting and its general purpose.

Meetings should be called to ensure the minimum of disruption to normal business and there is an expectation of reasonableness from the member eg time at the end of the day.

Such time off may be with or without pay dependent on the purpose of the meeting.

16.0 TIME OFF FOR FULL TIME BRANCH OFFICIALS

In addition to reasonable time off for accredited Trade Union representatives, paid time off will be given, for the equivalent of 1 full-time T & G representative and 2 UNISON fulltime representatives based on the following formula and the number of members recorded on check-off/DOCAS. This will be reviewed annually:-

3.5 hours allocated per member per annum.

Number of members multiplied by 3.5 gives total hours per annum.

Divide by 52 and then 37 to get WTE. Only WTE to be used.

0-549 members – 0 WTE

550-1099 members – 1 WTE

1100-1649 – 2 WTE

1650+ 3 WTE

Subsequent calculation:-

When membership increases the next whole WTE equivalent number has to be gained before being awarded an additional WTE as per the table above.

To compensate for potential fluctuations in membership when membership decreases, the WTE equivalent number has to drop more than 0.5 below a whole number before losing a WTE

- 0 WTE – 274
- 1 WTE – 824
- 2 WTE - 1374

Such time off will be for the purposes of carrying out Trade Union duties across the Council and associated matters.

The specific duties expected of those employees nominated for time off may include those set out in the Job Description attached at Appendix 4, as well as specific duties allocated by the Union, including some provision for Health and Safety.

Representatives released from work on this basis are entitled to job share in accordance with the Council policy.

N.B. All local Union representatives must be employed by the Council.

At the end of a period in office whether because of resignation or non-election, the Branch Officers shall:

EITHER return to their substantive post subject to: some other arrangement agreed either prior to or during a term in office: and the availability of the post, e.g. in circumstances where their work area has been restructured, in which case prior consultation will have taken place.

OR: be redeployed to some other suitable post subject to availability.

17.0 SPECIAL ARRANGEMENTS FOR TIME OFF

In the case of employees who work shifts or unsocial hours, the Council will allow reasonable time off for Trade Union duties and normally will make suitable arrangements when the duties fall outside their on-duty hours, particularly where these relate to meetings instigated by management.

Where representatives attend meetings called by management, management will always try to ensure that the meetings take place while the appropriate representatives are on duty, either by adjusting dates of meetings or amending rotas by agreement with the individual concerned.

If a meeting is to take place on the representative's day off or while the representative is not on duty and this is not possible then an equivalent amount of time off in lieu will be given at a time agreeable to both parties, subject to the contingencies of the service. If it is impossible to arrange time in lieu then payment for this time will be made.

In the case of disabled representatives, the Council will allow additional time and facilities, if necessary, and make suitable arrangements to allow them to carry out their responsibilities.

Full time representatives will be entitled to participate in the Council's Flexible Working Scheme.

The Deputy Director of Human Resources will line manage the nominated full time representatives of the Unions concerned including arrangements for the administration of leave and sickness requests.

The Branch is responsible for ensuring that the full time representative(s) remain(s) accountable to the Branch for all decisions and actions taken on behalf of the Branch. The Branch is responsible for ensuring that workloads are managed and monitored appropriately. If workloads become excessive the Branch will report the matter to the Deputy Director of Human Resources.

18.0 NATIONAL DELEGATE CONFERENCE

1 delegate per 500 members (or as otherwise provided for in the Union's rules) will be allowed to attend the national Annual Trade Union Conference, subject to a maximum of 2 . Such time off will be on the basis of the normal pay that would have been received had the representative been at work. Travel and other incidental expenses will fall to the relevant Union.

19.0 TIME OFF TO COVER RELATED WORKPLACES

Any extension of representational rights to cover employees outside of the Council will be subject to agreement on a Trade Union by Trade Union and an employer by employer basis e.g. where a TUPE / Secondment situation is ongoing. Once a transfer has occurred then Council employed representatives will no longer be allowed time off to represent transferred employees.

20.0 PAYMENT FOR TIME OFF

Trade Union representatives engaged on recognised duties as indicated above, will be paid either the amount they would have earned had they worked during the time 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. This amount will include shift or other contractual payments.

Convenors who spend the whole of their contractual time on Trade Union duties will be entitled to the convenor grade unless their contractual salary is higher then they would be entitled to the pay and conditions which they would normally have received had they been working, including all contractual payments and any rights to professional training or registration.

Travelling and subsistence costs will be reimbursed to accredited representatives for periods of work approved in accordance with this agreement. For meetings called by management or formal consultation/negotiation meetings, the Council will pay travel and subsistence.

21.0 COVER AND BACKFILL

During the approved absence of Union workplace representatives carrying out their duties, activities and functions under this agreement, the Council will endeavour, wherever necessary, to provide alternative cover at the representative's workplace.

Where major projects require sustained time off for workplace representatives, the project plan will take account of and fully fund backfill for the duration of the project to ensure that representatives can direct the full weight of their expertise throughout the process. The Council and the Unions will jointly agree the numbers of Trade Union representatives involved in each aspect of work and allow sufficient funds to be made available to facilitate the work as part of the project plan.

22.0 TRAINING

Time off work on full pay for relevant training approved by the individual's Trade Union or the TUC is a legislative right for recognised Trade Union stewards, health and safety representatives and learning representatives. Payments for such absence are made in accordance with paragraph 20.

The training of Trade Union representatives, in order for them to carry out their duties and functions to the level required by their nominating organisation, is of fundamental importance to both the Union they represent and the employer. To this end the Council will afford representatives at all levels the necessary time off with full pay for the basic training necessary to meet the accreditation requirements of the individual Trade Union, as soon as possible after

appointment, with updating where necessary. This will apply whether the representative is a steward, branch officer, health and safety or learning representative.

In addition to this, Union representatives will, subject to the provisions in paragraph 14 above, be given the necessary time off with full pay for training on specific issues arising from e.g. legislative changes. Also, representatives with specific responsibilities e.g. equal opportunities, will be afforded time off with full pay for appropriate training in their particular field of responsibility.

The Branch of the relevant Trade Union will notify the Employer of the timescale for training and the people requested to take part, in good time (wherever possible) for any course, so that arrangements can be made for the maximum number of representatives to attend.

It is recognised by both the Council and the Trades Unions that the participation of Trade Union representatives in some Employer organised courses may be of benefit to both organisations. Particular examples of such courses may include Disciplinary and/or Grievance, stress or equality issues.

Where a representative is released from work to attend an Employer or jointly organised course this will be on full pay and the expenses associated with the training will normally fall upon the employer.

Where training is provided by the Trade Union or the TUC, the responsibility for fees and expenses associated with the training will fall upon the relevant Trade Union.

Payment for attendance will be in accordance with the provisions for 'normal pay' as described above and part time staff will be paid for the hours of actual attendance on the course.

Those representatives released on a full time basis will also be offered opportunities to keep up with the knowledge and skills relevant to their substantive post and it will be the responsibility of the employing department to make such opportunities available.

In accordance with the Council's Performance and Development Review process convenors will also be offered an annual appraisal and quarterly progress reviews, via a meeting with their Full Time Regional Officer and the Deputy Director of Human Resources. It is expected that there will be a development link with their substantive post and that changes etc will be communicated from management.

23.0 NO DETRIMENT

Individuals will not be discriminated against during the course of their employment for membership of a Trade Union or for undertaking duties, functions or activities as a Union representative, whether this is carried out on a full time or part time basis.

24.0 DISPUTES

The Council and the Union agree to make every effort to resolve disputes in relation to time off for Trade Union duties and activities.

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Where permission to take time off is withheld, an explanation for the reason(s) will be given by the appropriate representative of management.

If the Trade Union representative is dissatisfied with the decision, the matter should be referred back to the manager for further consideration on an informal basis. This may be done by the representative or by a Branch representative employed by the Council.

If the representative is still dissatisfied the matter may be referred to a higher level manager and/or the Human Resources Manager and the Union Regional Official in an attempt to resolve the matter.

If agreement cannot be reached at that level, the matter may be referred by the Union to the Appeals (Dispute) Panel or a mutually agreed third party for conciliation purposes.

The Council recognises that individual Union representatives have the right to take a claim to an Employment Tribunal if internal procedures fail to resolve a dispute related to time off for Trade Union duties.

25.0 REVIEW OF AGREEMENT

Either the Council or the Trade Unions may submit proposals in order to amend this agreement. Such proposals will be in writing to the other parties concerned and will be the subject of joint discussions.

Both sides agree to review this Agreement in twelve months and annually thereafter.

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Background Information

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