

TIME OFF FOR TRADE UNION DUTIES AND FACILITIES AGREEMENT

1. Introduction

1.1 This agreement was introduced in June 1999. The legislative references and post titles have been updated. The agreement will be reviewed in 2007.

1.2 This agreement has been drawn up to aid and improve industrial relations and to meet the requirements of the Employment Rights Act 1996. The agreement takes account of the provisions of the Code of Practice issued by the Advisory Conciliation and Arbitration Service (ACAS).

All the time off provisions were brought together in sections 168 - 170 of the Trade Union and Labour Relations (Consolidation) Act 1992. Section 43 of the Employment Act 2002 added a new right for Union Learning Representatives to take paid time off during working hours to undertake their duties and to undertake relevant training.

The Trade Unions and the council recognise that, in operating this agreement, proper regard will have to be paid to the operational requirements and obligations of the service.

1.2 General Principles

1.2.1 It is the intention and spirit of this agreement to maintain and further the best possible relationship between Trade Unions and the council in order to advance both the work of the authority and the interests of its employees.

1.2.2 The parties to this agreement recognise a framework which includes both a formal procedure for the purposes of consultation and collective bargaining, and also an informal process whereby matters of concern may be dealt with effectively at the lowest possible level.

1.2.3 The Trade Unions recognise the council's responsibility to plan, organise and manage its services in order to maintain maximum efficiency.

1.2.4 The council will only recognise branch officials if they are current employees of the council.

1.2.5 The council recognises the union's responsibilities to represent the interests of its members.

1.3 Review

1.3.1 The HR Strategy Unit will continue to monitor the operation of this agreement and should any problems arise, then the Joint Secretaries will enter into discussions with a view to resolving any difficulties.

2. Scope

2.1 This agreement applies to Trade Union representatives for, and members of, the following Trade Unions:-

- UNISON
- GMB

This agreement does not apply to Trade Unions representing teaching and allied staff groups or Health and Safety Representatives. (Health and Safety Representatives Time Off Agreement is shown at 4.9.1).

3. Definitions

3.1 For the purpose of this agreement, the following definitions apply:

Area of representation	The group of employees who are represented by a particular steward. Usually a building or a floor in a building where there are 50 members or more. (See para. 4 for further details).
Time Off	Time off for the purpose of this agreement is when an employee who is a Trade Union representative or member is given authorised paid leave of absence to carry out duties or undertake training related to the Trade Union. (In some circumstances unpaid leave of absence may be granted.) For further details see para. 6, para. 7, para. 8 and para. 9.
Trade Union Duty	A Trade Union duty may be to: Consult and negotiate with the appropriate level of management at regular meetings or other meetings for a specific purpose. To attend preliminary meetings in order to discuss responses to agenda items for meetings for which time off has already been approved. To inform Trade Union members about consultations and negotiations with management which directly affect such members. To attend interviews with and on behalf of union members on grievances, disciplinary, grading, early retirement, ill health, redeployment and any other industrial relations matters concerning such members and the council. For full details of areas covered see para. 8.

Management	Management for the purpose of this agreement means the local management representative designated by the Service Head as having the authority to grant or refuse time off.
Trade Union Training	Training for the purpose of this agreement will be TUC recognised training and will usually follow the schedule of training as set out at para. 6 of this document.
Trade Union Activity	A Trade Union activity is an activity which, although related to the Trade Union is not directly related to the council and Trade Union relationship. Where time off for an “activity” is requested, up to two employees may be given time off.
Recognised Steward	A steward is an official Trade Union representative who has been officially recognised by management and is an employee of the council. The steward should be appointed or elected in accordance with the appropriate regulations by the Trade Union to represent members of that union who are also employees of the council.

4. Number of Representatives

- 4.1 The recognition of accredited stewards will be on the basis of one steward per 50 union members.
- 4.2 Where however there are fewer than 50 members in the location/building then the union should make every attempt to organise representation across a group of nearby locations/buildings. Where this is not feasible local agreement may be sought on an appropriate pattern of representation.
- 4.3 Where managers are unsure of the existing numbers of recognised stewards within their department/location/building, the Head of HR Strategy may be contacted for details.
- 4.4 Where local agreement cannot be reached the matter should be referred to the Joint Secretaries for decision.

5. Time Off for Stewards’ Training

- 5.1 Reasonable time off with pay during working hours will be given for recognised stewards if the following is applicable:

- the training course is approved by the TUC or by the recognised Trade Union, or by the council; and
- reasonable advance notification has been given to the manager by the appropriate Trade Union (ie. usually three weeks); and the steward has been recognised by the council for the purpose of time off in line with this agreement; and
- the service requirements will not suffer adversely as an effect of the absence.

5.2 When the Trade Union requests time off for training purposes for one of their stewards the union should supply the following information:

- Name of steward
- Service Area
- Title of course
- Brief outline of course
- Dates, venue and timescales

5.3 Management should endeavour to respond to the request as quickly as possible in order that arrangements on both sides can be made.

5.4 Where management is unable to agree to a request for time off, the parties should try to reach agreement for the steward to attend the next possible course/seminar.

5.5 If no agreement can be reached on the granting of time off, the relevant Service Head should refer the matter to the Head of HR Strategy.

5.6 Requests for time off for training will usually include the following standard courses, which newly appointed stewards may be required to attend in order to carry out their duties effectively.

<u>Course Title</u>	<u>Timescales</u>	<u>Who usually attends?</u>
Union Reps - Stage 1	Usually one day a week for ten weeks	Newly appointed stewards
Union Reps - Stage 2	Usually one day a week for ten weeks	Stewards who have completed Stage 1

Brief outline and content

Stage 1 - This is an introductory course where stewards learn about their responsibilities as a steward, representing members and collective bargaining and agreements.

Stage 2 - This follow-on course covers areas such as participating in the collective bargaining process, changes at work and implications for the Trade Union, and the framework of employment law. (Not all stewards will attend this course.)

5.7 Where it is previously identified by the Trade Union that a steward will be

requesting time off to attend both courses, there should, if the service requires, be no more than 1 of the 2 stages attended in any twelve month period.

- 5.8** Time off with pay will not be granted in respect of courses which are not approved by (1) the TUC, (2) a recognised union or (3) the council.
- 5.9** The Trade Unions are responsible for meeting any travelling and subsistence cost which may be incurred whilst attending such courses.

6. Time Off without Loss of Pay for Branch Officers

- 6.1** Subject to consultation with the management about how the time taken can be planned to meet the needs of both the Trade Unions and the service, time off with pay will be granted as follows:

Branch Officials (UNISON) (nominated by UNISON Membership)	Up to 5 days per week
Convenor - GMB (Hendon Branch)	Up to 2 days per week
Branch Secretary - GMB (Barnet Public Services Branch)	Up to 2 days per week
Joint Secretary (Corporate JNCC Employees' Side)	Up to 2 days per week

7. Time Off for Stewards to carry out Trade Union duties

- 7.1** The central principle of this agreement is to set out the level of paid time off which the council considers reasonable to grant in accordance with the statutory framework.

It is for management to determine in accordance with these guidelines the appropriate level of paid time off.

- 7.2** The council will allow reasonable time off with pay to carry out the following duties:

- to consult and negotiate with the appropriate level of management at regular meetings or other meetings for a specific purpose;
- to attend pre-meetings in order to discuss responses to agenda items for meetings for which time off is given as above. Pre-meetings of this nature should normally be held towards the end of a working day, or immediately prior to the main meeting;
- to inform Trade Union members about negotiations and consultation which directly affect the terms and conditions of employment for those members; (If this involves the steward visiting the local workplace, agreement must first be sought from management at that workplace and the official's own management representative);

- to meet with full-time union officers or branch officers and staff side members to discuss matters of an industrial relations nature relating to the area of work in which the official is involved;
- to attend interviews with and on behalf of union members on grievances, disciplinaries, grading appeals, early retirement, ill-health, redeployment and any other industrial relations issues concerning members of the council;
- to appear on behalf of their union members before an outside body which is dealing with an industrial relations matter concerning the council;
- to communicate with new employees whom he/she will represent and to explain the role of the union and industrial relations structure.

7.3 All paid time off which is granted shall be subject to proper advance notification of absence from duties by the Trade Union representative to the appropriate line manager. Such permission will not be unreasonably refused subject to the operational requirements of the service.

7.4 In emergency circumstances where prior permission cannot be obtained it will be the responsibility of the Trade Union representative to justify their actions to management afterwards.

7.5 Trade Union representatives who are granted time off with pay, will receive the pay only for the time they would have usually worked. Any time off for duties outside of the usual working time will not be with pay.

8. Time Off for Trade Union Members

8.1 The council will permit employees who are members of the Trade Unions specified in paragraph 2.1 above to take reasonable time off work without loss of pay for the following :-

- to attend to vote in the election of representatives and Shop Stewards.
- to attend a meeting where prior permission has been given by management for union officials to address their members and where the meeting has been specifically arranged for such a purpose.

No payment will be made where union members participate in such union activities after normal working hours.

8.2 Reasonable time off during normal working hours will be permitted for certain other reasons in relation to the Trade Union provided that it is not reasonable or practicable for such meetings to take place during the lunchtime period or outside normal working hours.

8.3 Where union matters involve a large number of employees attending meetings at the same time, management and the unions concerned will agree on a mutually convenient time which minimises the effects on the services

provided. Wherever possible, and if reasonable and practicable, this should normally take place at the beginning or towards the end of the normal working day, or just before or after a meal break.

- 8.4 Where a number of members require time off at any one time agreement should be reached to leave at work members which are essential for safety purposes and the maintenance of a reasonable service level.
- 8.5 All time off for members is subject to prior approval of management. Where agreement cannot be given parties should agree alternative arrangements.
- 8.6 If no agreement can be reached, then the matter should be referred to the Head of HR Strategy.

9. Payment and Flexi time

- 9.1 Employees who are authorised to take time off to carry out Trade Union duties, attend training courses, or Trade Union members attending authorised meetings will not receive any payment of salary for activities which fall outside of normal working hours.
- 9.2 Where the employee's pay does not vary with the amount of work done, the employee will be paid as if he/she had worked during the period when time off was taken as long as this was the normal working time. Where the employee's pay does vary according to the amount of work done, then payment for the time off permitted will be calculated by reference to the average hourly earnings of the employee over the thirteen weeks prior to the time off. Where the employee is working to an agreed incentive scheme which contains relevant provisions, then payment will be in accordance with the scheme.
- 9.3 No payment will be made where union members participate in union activities/duties outside of normal working hours, or, where flexitime applies, after the normal office hours (ie. 9.00 am - 5.15 pm).

10. Costing Time Off

- 10.1 Managers will be responsible for making their own arrangements for covering work areas/tasks etc. which need to be undertaken when an employee is required to carry out Trade Union duties. There is no budget available for costing purposes.

11. Time Off for Members of Self-Organised Groups Initiated by the Union

- 11.1 Where any group is set up by a Trade Union for its members who are council employees there will be no automatic right to facility time. The union may seek recognition from the council by submitting to the Head of HR Strategy:-
 - an outline of the group;

- the constitution of the group;
- what facilities are being sought;
- how often the group will meet.

11.2 General or specific limitations on time off may be set in the interests of the efficient provision of council services.

NB: Where a group is set up, but no facility time is being requested, details of the group should still be sent to the Head of HR Strategy.

12. Provision of Facilities for Trade Union Officials

12.1 The council will provide the following facilities:-

- access to suitable accommodation for meetings of representatives and for the holding of branch, general and executive meetings, subject to availability.
- so far as is reasonably practicable, access to a telephone, typing and duplicating facilities, clearly labelled Trade Union noticeboards and the use of internal post/messenger systems. (This excludes staff resources to carry out these support services and consumables. Provided that such use is for Trade Union purposes only, no prior agreement from management is required).
- a list of new employees including their place of work at monthly intervals (or other agreed periods).
- subject to prior agreement with the appropriate manager/supervisor, the facility on the council's premises for shop steward/departmental representatives to explain to each new entrant the advantages of trade union membership.

13. Procedure for Recognising a Trade Union Official

13.1 Once an employee has been elected by the relevant trade union to the position of union representative, the appropriate information to gain management recognition should be sought.

13.2 The Trade Union will send the following information to the appropriate manager as well as copying the information to the Head of HR Strategy:-

- Name of elected member
- Election details (ie. steward/branch convenor/other)
- Service Area
- Location
- Unit/area of employees who will be represented
- Perceived training requirements for the coming year

13.3 Once the manager receives the above details of the election, and agreement is given, then official recognition should be sent to the trade union. (Please see attached flowchart for procedure).

- 13.4** Trade Unions are also required to inform the Head of HR Strategy of stewards who have resigned from their Union duties.

14. Procedure for Applying for Time Off

- 14.1** Trade Unions should liaise directly with managers when requesting time off for training. Any difficulties should be referred to the Head of HR Strategy.
- 14.2** Where agreement is being sought with the involvement of **one** service area, the service head can be approached direct. Where however, time off is being sought for an annual general or other meeting that involves more than one service area, requests shall be referred to the Head of HR Strategy.
- 14.3** If a manager requires clarification on the number of representatives that are already in existence or foresees a problem with a particular work area in relation to operational requirements of the service, then the Head of HR Strategy should be contacted in order to seek agreement or clarification.

15. Industrial Action

- 15.1** In the event of industrial action being contemplated, it is recognised that it is important not to make matters worse by preventing communication. Time off for officials to communicate and hold meetings will therefore be granted provided prior permission is obtained.
- 15.2** Where an official is not actually taking part in industrial action, but representing members involved, normal arrangements for time off with pay will continue to apply.
- 15.3** Where a group of employees is directly affected by other people's industrial action, they and their officials may need time off to hold an emergency meeting, and permission for this will be granted provided prior approval is sought.
- 15.4** The council will not permit time off for union activities which themselves consist of strike action.

16. Disputes

- 16.1** Any dispute relating to the operation of this agreement should be referred in the first instance to the Joint Secretaries of the Corporate Joint Negotiation Consultative Committee or their nominated representatives. If there is failure to agree, the matter will then be referred to the Joint Negotiation Consultative Committee.

PROCEDURE TO FOLLOW FOR RECOGNITION OF A TRADE UNION STEWARD

