

TRADES UNION FACILITIES AGREEMENT

**Human Resources
April 2016**

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Version Control

Version	Description of version	Effective Date
1.0	Trades Union Facilities Agreement	15th November 2010
2.0	Reviewed and presented to JNG 2 nd June 2011 - closing date for comments 30 th June 2011	1st July 2011
3.0	Reviewed by JNG and agreed on 6 th June 2013. Also amended to reflect the Council's structure effective 1 st May 2013	6th June 2013

Approvals

Approved by	Date
Joint Negotiating Group	6th June 2013
Joint Consultative Committee (if applicable)	N/a
Finance & Management Committee	N/a

Associated Documentation

Description of Documentation

1. Introduction

1.1 South Derbyshire District Council and the recognised Trade Unions acknowledge the importance of positive and constructive employee relations in achieving high levels of service to the community. This agreement sets out the framework within which employee relations matters will be managed. .

2. Summary

2.1 The Council and the signatory Trade Unions acknowledge joint responsibility for good employee relations and a well-ordered system of negotiation, consultation and co-operation in matters of mutual benefit to all parties.

2.2 This agreement seeks to ensure effective arrangements by providing facilities and release from duties for those agreed recognised Trade Union Representatives who have a corporate responsibility to the Council and their Trade Union members.

2.3 In making this agreement the Council emphasises the value of providing facilities and demonstrates a commitment to partnership working.

3. Objectives

3.1 The objectives of this agreement are to:

- Promote effective employee relations, which will benefit employees and management
- Support the swift resolution of issues between managers and employees.
- Ensure that all parties are aware of the arrangements applying to time off for Trade Union duties/activities and the facilities provided to Trade Unions.
- Make the most effective use of officers' and Trade Union representatives' time by resolving problems wherever possible at the lowest level of representation.
- Enable and promote partnership working for the benefit of the community.

4. Parties to this Agreement

4.1 The signatory parties to this agreement are South Derbyshire District Council, UNISON, GMB, and UCATT.

5. Trade Union representatives

5.1 A Trade Union representative for the purpose of this agreement is:

- Elected Trade Union Branch Officials
- Elected Shop Stewards
- Safety Representatives
- Union Learning Representatives.
- Any other holder of a Trade Union post agreed jointly between the Head of Organisational Development (Northgate) and the Trade Union.

6. Employee relations matters

6.1 Employee relations matters under the terms of this agreement are those that are defined as:

- Negotiation and consultation between the Council and recognised Trade Unions that are of a corporate or directorate nature, affecting the employees of the Council.
- Meetings between the Trade Unions and the Council on a formal or informal basis.
- Preparation for meetings between the Council and the Trade Unions including meetings with Regional Officers.
- Approved purposes as defined in Section 178 (1) to (3) of the Trade Union and Labour Relations (Consolidation) Act 1992. **(See Appendix 1)**
- Local Joint Trades Unions meetings arranged to discuss matters covered under this agreement.
- Meetings and consultation following the receipt of information from the Council related to redundancy or under the Transfer of Undertakings (Protection of Employment) Regulations 2006 that applies to employees.
- Meetings or other activities undertaken in relation to Health and Safety matters.

Other Trade Union duties

6.2 It is recognised that Trade Union duties are wide and varied. For the purposes of this document they are regarded as issues, which are the sole responsibility of the Trade Unions and outside the authority of the Council. For example this may include arranging social activities, branch administration and membership benefits. In these cases the work should be completed outside of normal working hours unless prior approval is given.

7.0 Approved release from normal duties

7.1 The purposes for which release from duties without loss of normal pay (subject to Section 8) will be given to recognised Trade Union representatives are given below:

- Participation in corporate policy and planning issues.
- Negotiations at directorate/service level.
- Collective bargaining with management on Terms and Conditions of Employment.
- Attendance at the Joint Negotiating Group (**see Appendix 2**) for terms of reference), Joint Consultative Committee, Craft meetings, Directorate meetings and the Health and Safety Committee for the purpose of negotiation and/or consultation.
- Dealing with matters of Discipline, Grievance or Dispute Procedures agreed between the Trade Unions and the Council
- Matters involving Health and Safety at Work e.g. the working environment.

Representation of members concerning disciplinary or grievance matters and other employment matters where there is entitlement to representation in accordance with the Council's current policies and procedures.

- Job Evaluation (including attendance at the Single Status Steering Group).
- Undertaking duties connected with training of Trade Union representatives

- Attendance at National Conference as a delegate subject to confirmation from the Head of Organisational Development (Northgate).
- Attendance at Trades Union Congress as a delegate subject to confirmation from the Head of Organisational Development (Northgate).
- Assisting with the induction of new employees as part of the Council's Induction Programme.
- Regional Committees and other forums subject to confirmation from the Head of Organisational Development (Northgate).

Release from duty for national or regional purposes

7.2 Full leave without loss of pay will be given subject to the requirements of the service as follows:

- National/regional responsibility – during the period of office for positions of National/regional President or other Senior National/regional positions
- Members of National Executive Committee – subject to negotiation on details
- Other National Committees – subject to negotiation on details
- National Training Courses – subject to negotiation on details

Additional release

7.3 In addition, release without loss of pay may be given by specific arrangement with the Head of Organisational Development (Northgate) subject to the approval of the relevant Director to enable recognised Trade Union representatives to carry out specific agreed functions that will, from time to time, occur or where special responsibilities or special circumstances necessitates a training need or additional workloads not defined within the terms of this agreement. Consideration will be given to the impact on service delivery and other operational requirements when seeking or agreeing arrangements for time off.

Time off for training

7.4 A recognised Trade Union representative or a Union Learning Representative will be paid for the time taken off, when they are permitted by the Council to attend relevant training courses (See paragraph 8.6). There is no entitlement to paid time off when training is undertaken at a time when the employee would otherwise not be at work.

8. Requesting time off

Executive Committee Members (UNISON)

8.1 The Executive Committee of UNISON will be permitted up to 8 hours per month to undertake Trade Union duties subject to the approval of the Head of Organisational Development (Northgate). It is expected that this time will be allotted to the Branch Secretary. A list of the duties that will be undertaken during this time are to be agreed. However, the time can be allocated to other members of the Executive Committee subject to approval by the Head of Organisational Development (Northgate). The allocation of 8 hours per month is for the Executive Committee and not individual representatives.

8.2 UNISON will inform the Head of Organisational Development (Northgate) on an annual basis which role will be normally be entitled to this allocation of 8 hours per month and ensure that the person is fully trained to undertake the duties required. .

8.3 It will be for the Executive Committee Member to agree a pattern of work with their Director to minimise the impact of these duties on the work of their service. The Executive Committee Member must obtain the approval of their Head of Service if they wish to carry out UNISON duties outside of this agreed pattern of work.

8.4 In the event that either;

- UNISON no longer has the largest membership and/or
- UNISON members fall below 40% of the workforce

This arrangement will be reviewed in consultation with all the Trade Unions.

Other Trade Union representatives

8.5 Other Trade Union representatives requesting time off to pursue their employee relations duties should provide their Director with as much notice as possible and give details of: the:

- Purpose of the time off (whilst preserving personal confidential information relating to individual e.g. those involved in grievance or disciplinary matters).
- Intended location.
- Timing and duration of time off required.

Training requests

8.6 Any requests for training should be made in writing to the Head of Organisational Development (Northgate). The request should be made at least 4 weeks in advance of the date that the training will take place. The written request should include the following:

- Details of the training to be undertaken and its objectives.
- A copy of the syllabus or prospectus indicating the contents of the course.

Summary

8.7 A summary of the time off allowed is shown in **Appendix 3**.

9. Considering requests for time off from normal duties

9.1 When deciding whether requests for paid time off is granted, consideration should be given as to the reasonableness of the request in relation to the needs of the particular service. Similarly, managers and Unions should seek to agree a mutually convenient time that minimises the effect on service provision. Where workplace meetings are requested, consideration should be given to holding them, for example:

- Towards the end of a shift or the working day
- Before or after a meal break

9.2 Managers need to consider each application for time off on its merits; they might also need to consider the reasonableness of the request in relation to agreed time off already taken or in prospect. It may be necessary to ask for alternative union representatives to be available to employees, in the event that absence of a preferred representative is likely to have a major impact on work.

10. Union Learning Representatives

10.1 To qualify for reasonable paid time off to undertake the functions of a Union Learning Representative the member must be sufficiently trained to carry out their duties:

- Either at the time when their Trade Union gives notice to the Council in writing that they are a Learning Representative of the Trade Union
- Or within six months of that date.

10.2 In the latter case, the Trade Union is required to give the Council notice in writing that the employee will be undergoing such training and when the employee has done so give the Council notice of that fact. During the six-month training period the employee will be allowed time off to perform their duties.

10.3 The functions for which reasonable time off as a Learning Representative will be given are:

- 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 Council about carrying on any such activities
- Undergoing relevant training to develop skills and competencies.

11. Industrial action

11.1 The Council and the Trade Unions have a responsibility to use agreed procedures to settle problems and avoid industrial action. Reasonable time off may therefore be permitted for this purpose particularly where there is a dispute. However, there is no right to time off for trade union activities, which, themselves, consist of industrial action.

11.2 Where an official is not taking part in industrial action, but represents members who are involved, normal arrangements for time off with pay should apply.

12. Right of appeal

12.1 Trade Union members or representatives who feel they have been unfairly denied time off are entitled to pursue their complaint through the Council's Grievance Procedure. Where the grievance remains unresolved, recognised Trade Union representatives or members have a right to complain to an Employment Tribunal that their employer has failed to allow reasonable time off.

13. Provision of facilities

13.1 The facilities to be granted under this agreement will be:

- The provision of lists of new starters to all the recognised Trade Unions
- Arrangements for the use of the Council premises for authorised meetings of the Union and personal counselling (by arrangement with the Head of Organisational Development - Northgate)
- Use of the Council's distribution system for the purposes of official communications to members, where the content is of an employee relations nature, subject to the provisions of the Council's Electronic Communications and Security Policy and the Data Protection Act. It is expected that any use of council facilities will follow local procedures and not in any way cause disruption to any service or affect electronic communications. Excessive or inappropriate use of such facilities would result in this facility being withdrawn
- The provision of suitable office accommodation either at the Council Offices or at the Depot for the recognised Trade Unions. If Council activities are transferred to other sites a suitable facility will be provided
- Arrangements for the deduction of membership subscriptions at source for Council employees.
- Notice board facilities to be provided which will have the name of the union shown on the board or boards. Where ever possible multi-union boards will be used
- Reasonable use of a telephone and mobile phones will be permitted without hindrance.
- The use, where available and as necessary, of word processing, scanning and photocopying equipment for essential union work of an employee relations nature providing this does not interfere with Council work and the costs are not excessive.
- Access to documents and articles appertaining to employee relations activity i.e. National Conditions of Service Manuals which apply to the union membership.

14. General

14.1 In order to promote good communication and up to date records, the Trade Unions undertake to:

- Notify the Head of Organisational Development (Northgate) of newly elected Trade Union Representatives as soon as practicable after their election.
- Ensure their representatives fully understand the extent of their role, responsibilities and functions within their area or within the Council as a whole. To assist in this process the Council will continue to provide paid time off for agreed training.

15. Review of Agreement

15.1 This Agreement can be reviewed at any time in consultation with the recognised Trade Unions. As a minimum, it will be reviewed every two years.

15.2 Northgate Human Resources is authorised to make minor amendments to the procedure e.g. changes in job titles resulting from an organisational restructure.

Appendix 1

Approved purpose as defined in Section 178 (1) – (3) of the Trade Union and Labour Relations (Consolidation) Act 1992

(1) In this Act “*collective agreement*” means any agreement or arrangement made by or on behalf of one or more trade unions and one or more employers or employers' associations and relating to one or more of the matters specified below; and

“*Collective bargaining*” means negotiations relating to or connected with one or more of those matters.

(2) The matters referred to above are –

(a) terms and conditions of employment, or the physical conditions in which any workers are required to work;

(b) engagement or non-engagement, or termination or suspension of employment or the duties of employment, of one or more workers;

(c) allocation of work or the duties of employment between workers or groups of workers;

(d) matters of discipline;

(e) a worker's membership or non-membership of a trade union;

(f) facilities for officials of trade unions; and

(g) machinery for negotiation or consultation, and other procedures, relating to any of the above matters, including the recognition by employers or employers' associations of the right of a trade union to represent workers in such negotiation or consultation or in the carrying out of such procedures.

(3) In this Act “*recognition*”, in relation to a trade union, means the recognition of the union by an employer, or two or more associated employers, to any extent, for the purpose of collective bargaining; and “*recognised*” and other related expressions shall be construed accordingly.

Appendix 2 - JOINT NEGOTIATING GROUP TERMS OF REFERENCE

1. Introduction

1.1 The Council has established a Joint Negotiating Group (JNG) to facilitate employee relations.

1.2 It has been agreed that the JNG will comprise of local and regional representatives from the recognised Trade Unions, management representatives and representatives from Northgate Human Resources.

1.3 In addition to JNG meetings local Trade Union representatives will be given appropriate time (under the Facilities Agreement) to attend any associated pre-meetings.

2. Representation

Employees

2.1 There will be at least one member from each of the recognised Trade Unions i.e. UNISON, GMB and UCATT. Those nominated to attend by their Trade Union will represent the complete membership irrespective of their position and status within their Trade Union.

2.2 Full time officials from the recognised Trade Unions may also attend JNG meetings.

The Council

2.3 The Council will be represented by:

- Members of the Senior Management Team.
- Head of Organisational Development (Northgate) or their nominated representative.
- Other representatives from Northgate Human Resources.
- Members of management who will attend to either support or discuss agenda items that relate to their service.

3. Conduct of meetings

3.1 A member of the Senior Management Team or their nominated representative will Chair the meetings. This will be reviewed on an annual basis. The Chair will be responsible for the proper conduct of the meeting.

3.2 Items under "Any Other Business" will be permitted through the Chair who will have authority to defer items for subsequent meetings or discussions outside of the JNG.

4. Support and arrangements for meetings

4.1 The Head of Organisational Development (Northgate) will ensure that agendas are sent out in advance of meetings, that all meetings are minuted and that the minutes are distributed.

4.2 Items for agendas must be provided to Northgate Human Resources by no later than 10 working days of the meeting with supporting paperwork where appropriate. Agendas will be circulated by no later than 5 working days before meetings.

5. Frequency of meetings

5.1 There will be one meeting each quarter unless mutually agreed otherwise. A schedule of meetings will be distributed in advance.

5.2 Either party can request meetings of the JNG in addition to those scheduled to discuss issues of concern that cannot wait until the next meeting. To enable such issues to be resolved, subsequent meetings (which may be of a more informal nature) may be held between management and Trade Union representatives at any time.

6. Objectives

6.1 The objectives of the JNG are to (this is not an exhaustive list.):

- Enhance partnership working that will enable the Council to maintain effective employee relations.
- Obtain a Trade Union view on policy issues that can be approved at an officer level subject to the scheme of delegation.
- Obtain comments and formal minuted agreement on policies and issues to be referred to an appropriate Committee/Council meeting for approval if required.
- Jointly monitor and review the effectiveness of employment policies and make recommendations for improvement.
- Receive representations in writing from Trade Unions on any issues not resolved at a local level.
- Consider relevant matters referred by the Council Team or the Trade Unions except that commercially sensitive matters shall be excluded.

7. Decisions

7.1 The prime purpose of JNG meetings is to improve partnership working and to discuss issues of joint concern. It provides an opportunity to reach agreement on matters such as employment policy and practice. Where agreement is not reached it will enable an understanding to be reached on issues that require further approval (by the Joint Consultative Committee and/or a Council Committee). At each meeting it will be clarified which items need further approval and which items can be implemented following discussion by the JNG.

7.2 Although support for a decision may be given, this will not be binding on either party where subsequent meetings to obtain further approval are required.

8. Review

8.1 As a minimum the terms of reference for the JNG will be reviewed in conjunction with the recognised Trade Unions every two years.

Appendix 3 - Trade Union Time off

Organisation	Title	Amount
UNISON	Chair or Executive Committee Members	Up to 8 hours per month (see section above)
GMB//UCATT	Accredited representative/Shop Steward	Reasonable release by agreement and subject to terms above
All unions	Health & Safety Representatives	Reasonable release by agreement
All unions	Chairperson	Reasonable release by agreement
All unions	Union Learning Representatives	As per agreement