

Agreed:	
Revision due:	

# Trade Union and Council Time Off & Facilities Agreement

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### 1. PURPOSE

1.1 This agreement establishes a framework of responsibilities and procedures for accredited representatives of any trade unions recognised by the council for reasonable paid time off during working hours to carry out official trade union duties. It also sets out the provision of facilities for accredited staff representatives to conduct their affairs.

1.2 The trade union currently recognised by the council is **UNISON**.

### 2. PRINCIPLES

2.1 The council and UNISON recognise the importance of good employee relations and the efficient use of resources to achieve effective service delivery. The council supports the system of collective bargaining and the principle of solving employee relations problems by discussion and agreement.

- 2.2 The council recognises the right of accredited trade union representatives to reasonable time-off during working hours for trade unions duties and training relevant to their responsibilities.
- 2.3 In recognising the need to provide effective and acceptable levels of day-to-day operational service the council and UNISON will agree mutually convenient time-off work with the relevant manager. UNISON representatives will provide maximum notice of planned time off to minimise disruption.
- 2.4 The council reserves the right to refuse a request for time-off under this agreement. This will most often relate to circumstances where it is judged impractical to release the representative for operational or safety reasons. Permission for time-off will not unreasonably be withheld.
- 2.5 UNISON acknowledges their responsibility to ensure that their members are appropriately briefed on and trained in their duties.
- 2.6 The council will ensure that all management are familiar with these arrangements.

### **3. SCOPE**

- 3.1 This agreement is between the council and the council's branch of UNISON, representing its employees, employees of council-owned commercial entities and those whose contracts of employment have transferred to other employers as a result of contracting-out of council duties, provided they remain in the branches. It applies to branch officers and union representatives of UNISON, who are employees of the council.
- 3.2 The council and UNISON are committed to an open and honest relationship and respect each other's roles. Both parties will ensure that the spirit and intention of this agreement is honoured at all times and is reflected in the work of its representatives and HR staff including those employed by Capita.
- 3.3 This agreement will be reviewed annually and may be amended by agreement of both parties to ensure that it meets legal, nationally agreed or operational requirements.

### **4. DEFINITIONS**

- 4.1 For the purposes of clarity, the following definitions apply in respect of trade unions duties and activities:

**Duties** are defined as relating to collective bargaining, employee representation, attending approved training in employee relations and preparations such duties. The duties must be connected with the council. Please refer to Appendix 1.

**Activities** are defined as any other lawful activity of a trade union e.g. attending meetings, courses and conferences with the exception of activities relating to the organising of industrial action.

### **5. PAYMENT FOR TIME OFF**

- 5.1 Unison representatives engaged on recognised duties (see Appendix 1) are paid at their normal rate of pay.
- 5.2 Travel and subsistence costs will not be reimbursed by the council.

## **6. TRADE UNION DUTIES**

- 6.1 UNISON accredited representatives are permitted to take reasonable time off work with pay, during work hours, to carry out trade union duties, with the agreement of their line manager. Wherever possible, UNISON will notify the council at the beginning of each year of the calendar of union events and who may be likely to attend.
- 6.2 There is no statutory right to paid time off for trade union activities, however in the interests of proper workplace representation and the effective operation of the UNISON branch, the council will discuss this with UNISON any request for paid time off and the best way to accommodate this request.
- 6.3 It is agreed that requests for time off will not be unreasonably refused, with due consideration given to the business needs of the council.
- 6.4 Representatives will consider their work duties when agreeing to take part in union duties and activities and will talk to their manager if they have any concerns over their workload.
- 6.5 If requesting paid time off in a block of over 4 hours, accredited representatives must obtain the permission of their manager, informing the manager of the general purpose of the time off, the location, timing and duration.
- 6.6 Representatives are required to record separately time spent on: paid duties, paid activities and paid time off to work for members not employed directly by EHDC or HBC. Unpaid activities will not be recorded. The total time taken for the branch should be reported to the Head of Organisational Development for the financial year as soon as possible after 1 April, and no later than two months after this date.
- 6.7 During paid time off for trade union duties, the council will endeavour to provide appropriate cover for work where necessary.

## **7. TIME OFF FOR TRAINING**

- 7.1 Reasonable paid time off will be given for representatives to attend training courses approved by UNISON or the TUC. This includes,
- Initial training in basic representational skills
  - Further training for special responsibilities
  - Training in up to date legislation and employee relations.
  - Training in negotiation skills and managing change
- 7.2 UNISON must give at least 10 working days notice of course dates and course details in writing to line managers and co-operate in arrangements to cover work in the absence of representatives.

## **8. RECOGNITION OF REPRESENTATIVES**

- 8.1 UNISON will notify the council at the earliest opportunity of the names of elected representatives. The council and UNISON will be responsible for ensuring that the union maintains a list of all accredited representatives and a review of the information held should be undertaken on an annual basis.
- 8.2 Under normal circumstances representation of a council's employees will be by a representative employed by the same Council. In certain circumstances, however, it will be appropriate for staff members to be represented by external representatives from UNISON typically from the Regional office.

## **9. TIME OFF FOR HEALTH & SAFETY REPRESENTATIVES**

- 9.1 UNISON is responsible for the appointment of union health & safety representatives. The council will provide such paid time off for the purposes of,
- Performing health & safety functions under relevant legislation
  - Undergoing training to fulfil their role
  - Attendance at health & safety meetings (see Appendix 1)

## **10. FURTHER ARRANGEMENTS**

- 10.1 The council will always aim to hold meetings when the appropriate representatives are available and may adjust accordingly.
- 10.2 If a meeting overruns beyond the representative's normal finishing time, they are not entitled to any overtime payment, but must be noted on flexi-time according to local conditions.
- 10.3 If a representative attends a meeting on their day off, they are entitled to the equivalent time off, at a mutually agreeable time.
- 10.4 The council and UNISON will make every effort to resolve any dispute in relation to paid time off for trade union duties.
- 10.5 If permission for time off is withheld, the council must provide reasons for the decision. UNISON has right to appeal against the decision to the Head of Organisational Development.
- 10.6 If agreement is not reached, the matter will be referred to the Chief Executive and the decision will be final.

## **11. FACILITIES FOR UNION REPRESENTATIVES**

- 11.1 The council will ensure the provision for representatives to conduct their union business and will grant reasonable requests to:
- Use of trade union notice boards
  - Office facilities, as and where appropriate and where such facilities can be made available
  - Use of IT including internet/intranet access, telephones, as well as photocopier and internal post.
  - Meeting rooms will be made available (except in the case of industrial action)
  - Representation of members for the duties shown in Appendix 1
  - Be invited to attend corporate induction events for new employees
- 11.2 Where the costs of the provision of facilities are demonstrated to be excessive, the council reserve the right to limit those facilities following full discussion.

## **12. THE DEDUCTIONS OF CONTRIBUTION AT SOURCE (DOCAS)**

- 12.1 The deduction of contributions at source (DOCAS or also known as check-off) is the method by which trade unions are able to collect subscriptions at source from the employer. The Trade Union Act 2016 means that from 10 March 2018 an agreement has been in place to ensure the Council can charge a reasonable fee

for this arrangement. Reasonable is defined as being 'substantially equivalent to the total cost to public funds of making the deductions'. A copy of the DOCAS agreement is available from Strategic HR.

- 12.2 DOCAS and the provision of membership data can be seen as part of the council's commitment to collective bargaining and the agreement they share with Unison to represent the best interests of the workforce.

### **13. VARIATION**

- 13.1 If either party seeks to terminate this agreement, it must give the other party 6 months notice.
- 13.2 Any proposals to amend this agreement must be in writing and subject to joint discussions.
- 13.3 This agreement is not legally binding and not enforceable in law.

## **APPENDIX 1**

### **Entitlement to paid time off<sup>1</sup>**

#### **Examples of trade union duties**

There is a statutory entitlement to payment for time off for trade union duties.

- Negotiations with the council for the purposes of collective bargaining
- Terms and conditions of employment  
e.g. pay, hours of work, holidays and holiday pay, sick pay, pensions, learning needs, equalities, notice periods, the work environment
- Engagement, termination or suspension of employment of one or more employees  
e.g. recruitment & selection policies, human resource planning, redundancy and dismissal arrangements
- Allocation of work or duties of employment between workers or groups of workers  
e.g. job grading, job evaluation, job descriptions, flexible working, family friendly policies
- Matters of discipline  
e.g. disciplinary procedures, representing members at internal interviews, appearing for a trade union member or as a witness before agreed appeal or external bodies
- Trade union membership  
e.g. representational arrangements, new employee induction
- Trade union facilities  
e.g. arrangements for the provision of accommodation, equipment, names of new members
- Union Learning representatives  
The member must be trained to carry out the of a learning representative
- Machinery for negotiation or consultation or other procedures  
e.g. collective bargaining, grievance procedures, joint consultation, communication with members, communicating with other union officials also concerned with collective bargaining

Duties must be connected with, or related to, negotiations or the performance functions both in time and subject matter.

#### **Examples of trade union activities**

There is no statutory requirement that union members or representatives be paid for time off taken on trade union activities

- Attending workplace meetings to discuss and vote on the outcome of negotiations with the council

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<sup>1</sup> Source – ACAS Code of Practice 3 – Time off for trade union duties and activities

- Meeting full-time officials to discuss issues relevant to the workplace
- Voting in union elections
- As a representative taking part in,
  - Branch, area or regional meetings where the business of the union is under discussion
  - Meetings of official policy making bodies such as the executive committee or annual conference
  - Meetings with full-time officials to discuss issues relevant to the workplace

There is no right to time off for trade union activities which consists of industrial action.