

Tendring
District Council



Time off and Facilities Agreement for Trade Union Duties and Activities

FEBRUARY 2014

Human Resources



INVESTOR IN PEOPLE

DATE

TENDRING DISTRICT COUNCIL

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1. Parties to whom it applies

- 1.1 This document is an agreement made between Tendring District Council (hereinafter referred to as 'the authority') and UNISON.

2. Preamble

- 2.1 Union representatives have a statutory right to reasonable paid time off from employment to carry out trade union duties in accordance with Sections 168 – 170 of the Trade Union and Labour Relations (Consolidation) Act 1992, Employment Act 2002 and the ACAS Code of Practice 2010.
- 2.2 Union representatives and members are given a statutory right to reasonable unpaid time off when taking part in trade union activities.
- 2.3 Section 43 of the Employment Act 2002 specifies the right for Union Learning Representatives to take paid time off during working hours to undertake their duties and to undertake relevant training. The rights to time off for the purpose of carrying out trade union duties, and to take time off for training, were extended to union representatives engaged in duties related to redundancies under Section 188 of the amended 1992 Act and to duties relating to the Transfer of Undertakings Protection of Employment) Regulations 2006.
- 2.4 It is understood that all parties have identified common objectives they wish to pursue and achieve. These are:
 - 2.4.1 To ensure that employment practices in the Organisation are conducted to the highest possible standards;
 - 2.4.2 To enhance effective communication with all staff throughout the organisation
 - 2.4.3 To achieve greater awareness for all members of staff of the issues to be faced in running and developing the organisations.
 - 2.4.4 To ensure that equal opportunities are offered to staff or prospective staff and that the treatment of staff will be fair and equitable in all matters of disputes.

3. General Principals

- 3.1 The Union recognises the Organisation's responsibility to plan, organize and manage the work of the Organisation in order to achieve the best possible results in pursuing its overall aims and objectives.
- 3.2 The Organisation recognises that Union's responsibility to represent the interests of its members and to work for improved conditions of employment for them.
- 3.3 The Organisation and the union recognise their common interest and join purpose in further aims and objectives of the Organisation and in achieving reasonable solutions to all matters which concern them. Both parties declare their commitment to maintain good industrial relations.
- 3.4 The Organisation and Union accept the need for joint negotiation, consultation and collective bargaining in securing their objectives. They acknowledge the value of up to date information on important changes which affect employees of the Organisation.

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- 3.5 The Organisation and the Union recognise the importance of health and safety for the working of the organisation and its staff.

4. Union Representation

- 4.1 The Organisation accepts that the Union's members will elect representatives in accordance with their Union Rules to act as their spokespersons in representing their interests.
- 4.2 The Union agrees to inform the Organisation of the names of all elected representatives in writing within five working days of their election and to inform the Organisation in writing of any subsequent changes, each time within five working days of the change having taken place. Persons whose names have been notified to the Organisation shall be the sole representative of the UNISON membership.
- 4.3 The Organisation recognises that Union representatives fulfil an important role and that the discharge of their duties as Union representatives will in no way prejudice their career prospects or employment with the Council.
- 4.4 The Council will undertake the check-off of trade union standards for any employee requesting this facility. The council shall pay the subscriptions to the Union on a monthly basis and shall provide a monthly schedule of payments. It shall also inform the Union staff who leaves the council.
- 4.5 The Council also recognises the Union's right to appoint Safety representatives to deal with Health and Safety matters.

5. Joint Consultation and negotiating Committee

- 5.1 The Council and the Union agree to set up a Joint Consultation Committees (JCC) consisting of representatives of both sides.
- 5.2 Information
The Council undertakes to supply the Union with the necessary and relevant information for it to carry out effective consultation and negotiation. This shall include the Council's employment policies and procedures and proposed amendments and additions' to financial information as necessary for meaningful negotiations. The council shall ensure that such information is provided in good time for JCC meetings. Appendix A.
- 5.3 Consultation
The Council undertakes:
- To have full and timely consultation with staff to enable feedback and discussion before decisions are taken concerning matters directly affecting the interests of the Council's officers.
 - To inform officers of future development of the group and the economic and financial situation of the Council.

- 5.4 The Council also recognises the Union's right to appoint a Life Long Learning representative to deal with staff education and professional development.
- 5.5 In addition to the JCC, there may also be specific work groups.

6. General conditions relating to time off

- 6.1 Union meetings may be held on the Council's premises inside working hours provided that prior consent for such meetings shall be obtained from the Council by the Union. Such consent shall not unreasonably be withheld.
- 6.2 Where an industrial relations matter is connected with the work of the Authority, then subject to any specific provisions in the agreement, reasonable time off with pay will be granted. Time off with or without pay may be granted by the Authority for UNISON officials to attend other meetings as detailed in Appendix A.
- 6.3 UNISON officials should at all times give reasonable notice (where possible, a minimum of 5 working days) of proposed absences from their normal place of work to the appropriate supervisor. Each request for time off must be submitted on an application form (Appendix B) which must be completed as fully as possible. In submitting this application form, the applicant should ensure that his/her line manager had adequate information to judge the merits of the request. The line manager's written consent to the proposed absence must then be obtained. Where block release has been pre-authorized the time spent should be recorded on a separate form for reporting purposes (Appendix C).
- 6.4 The applicant must also ensure that the form is completed and signed by the person organising or chairing the meeting, confirming details of timing and attendance.
- 6.5 All requests for time off from work will be considered with a view to giving approval whenever possible, having proper regard to the operational needs of the service in which the employee works. If time off would mean that an adequate level of service could not be maintained, or that there would be unreasonable disruption of work, such a request for time off will be deferred. But approval for time off should not be unreasonably withheld and reasonable alternative service arrangements should be made where possible. However, failure to submit properly completed application or time recording forms may be regarded as sufficient grounds to refuse time off. (When a request concerns a meeting being chaired by an officer acting on the Authority's behalf, it is the responsibility of the applicant's line manager to check the details given and satisfy him/herself of the appropriateness of the application).
- 6.6 UNISON will inform the authority in writing of the names of all their accredited officials giving the areas of responsibility for those officials, together with their workplaces. UNISON will also advise the Authority of any amendments to the list of accredited officials.

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7. Calculation of earnings when time off is granted

7.1 The calculation of earnings when time off with pay is granted for union representatives carrying out industrial relations duties and activities, will be in accordance with the Trade Union and Labour Relations (Consolidation) Act 1992:-

- (1) An employer who permits an employee to take time off under Section 168 – 170 shall pay him/her for the time taken off pursuant to the permission.
- (2) Where the employee's remuneration for the work he/she would ordinarily have been doing during that time does not vary with the amount of work done, he/she shall be paid as if he/she had worked at that work for the whole of that time.
- (3) Where the employee's remuneration for the work he would ordinarily have been doing during that time varies with the amount of work done, he/she shall be paid an amount calculated by reference to the average hourly earnings for that work.

The average hourly earnings will be those of the employee concerned or, if no fair estimate can be made of those earnings the average hourly for the work of that description of persons in comparable employment with the same employer or, if there are no such persons, a figure of average hourly earnings which is reasonable in the circumstances.

- 4) A right to be paid an amount under this section does not affect any right of an employee in relation to remuneration under his contract of employment, but –
 - (a) Any contractual remuneration paid to an employee in respect of a period of time off to which this section applies shall go towards discharging any liabilities of the employer under this section in respect of that period,

and

 - (b) Any payment under this section in respect of a period shall go towards discharging any liability of the employer to pay contractual remuneration in respect of that period.”

7.2 The normal hours of work will include any overtime hours required by the contract of service and pay will include bonus payments. In addition, overtime hours authorised by the Authority actually worked on any day during which paid leave of absence is granted will be paid at plain time rate for those employees who qualify for overtime payments.

7.3 It should also be noted that when time off without pay is authorised then pensionable service may be affected. Contributions must continue for the first 30 days under the rules of the scheme but depending on the particular union officials payment arrangements this may not happen automatically. Officials should contact Human Resources for advice.

7.4 Trade Union Members have no statutory right to paid-time off for taking part in union activities.

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8. Time off from work provisions in relation to regular trade union meetings

- 8.1 Attendance by UNISON officials at national or local union conferences other than those referred to in Appendix A will only be granted on the basis of time off from work without pay except where it is agreed otherwise by the Human Resources Manager. In such circumstances UNISON where possible should provide at least 10 working days' notice of their wish to attend.

9. Industrial relations training

- 9.1 Reasonable requests for time off with pay will be granted to union officials to attend approved training courses convened by UNISON or the TUC. Such requests should be made to the Human Resources Manager. Unpaid release may be granted to attend courses solely focussed on union business.

10. Procedure for dealing with a grievance in relation to time off from trade union duties and activities

- 10.1 Where permission to take time off is withheld, an explanation of the reason(s) will be given by the appropriate representative of management.
- 10.2 If the UNISON official is dissatisfied with the decision, the matter may be referred to the Human Resources Manager who will consider the matter in consultation with the Corporate Director.

11. Physical facilities

- 11.1 The ACAS Code of Practice 2010 entitled "Time off for trade union duties and activities" recommends that consideration be given to the provision of certain physical facilities to enable union officials satisfactorily to carry out their industrial relations activities. In connection with this, the following is agreed.
- 11.2 Private use of Telephones and Fax Machines.
Wherever possible, the private use of telephones and IT facilities will be provided for union officials with reasonable privacy (if available). All outgoing calls not concerned with Tendring District Council industrial relations matters will be paid for by UNISON and for this purpose, a log will be kept by the union officials of all telephone calls of this nature.
- 11.3 Notice Boards.
The Authority will, so far as financial provision allows, provide exclusive or shared use of notice boards in its establishments.
- 11.4 Use of internal mailing and email systems
UNISON officials may have access to the internal mailing systems operating in some establishments of the Authority, subject to the approval of the Human Resources Manager and on condition that such use does not add to the costs of the Corporate Director.

11.5 Access to private interview rooms and meetings rooms for various union members.

Subject to availability, the Authority will allow access to meeting and interview rooms without charge. It may be necessary for the Authority to attach certain conditions to such use, for example, with regard to any insurance/legal constraints, which may from time to time arise.

11.6 Availability of typing/word processing/photocopying/ duplicating services.

Whenever possible, use of such equipment for industrial relations work will be allowed on the understanding that such use does not interfere with the work of the Authority and that UNISON pays for all materials used or other additional costs which might be incurred.

11.7 Provision of office accommodation.

The provision of office accommodation is available for UNISON senior officials, full-time officers and secretariat is the subject of the separate agreement between the Authority and UNISON.

12. Review of the agreement

- 12.1 A review of this Agreement will be considered by both side(s) at the request of either side.

APPENDIX A Terms of reference for Human Resources / Union Joint Consultative Committee (JCC)

Objectives

- To provide regular means of consultation between management and recognised union representatives on strategic issues
- To discuss any organisation and /or management changes
- To ensure the representatives of employees are well informed about policies, services and activities of the Council
- To contribute to the maintenance of good relations between management and recognised trade unions

Constitution

The JCC shall compose of the following :

- 1) Human Resources Manager (or a substitute in their absence)
- 2) The Chairman of UNISON, Tendring Branch (or a substitute in their absence – up to two UNISON representatives in total, from the agreed list of representatives)
- 3) Secretary/ies of UNISON, Tendring Branch

The JCC has the power to appoint sub- committees (working parties) , if necessary.

Procedure

- There will be six meetings per year (bi monthly). Special meetings may be called at the request of either side.
- Minutes will be sent out within two weeks of the meeting.
- Items for the agenda will be requested from all representatives, two weeks before the meeting and trade unions are asked to provide agenda items by 12.00pm one week before the meeting
- The agenda/papers will be sent out 3 days prior to the meeting
- Meetings will be held during normal working hours and at Clacton Town Hall
- The management side secretary will draft the notes of the meeting
- The JCC has no power to make decisions or agreement which may be inconsistent with the Council's Constitution or agreements about pay or conditions of service made as part of the National Joint Council. Nor shall it discuss individual grievances or disciplinary cases or any matters which are covered by Council procedures except where in the opinion of either side a matter of principle is involved.
- These meetings are to be the primary means of discussion between Tendring District Council and UNISON. Should UNISON wish to discuss any other matters with any other Officer of the Council (including representing their members) they must first seek the agreement of the Human Resources Manager regarding the relevant time off arrangements. In the exceptional case of an emergency meeting being required retrospective time off arrangements may be considered.

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APPENDIX B Time Off for Trade Union Duties and Activities Application Form

PART A To be fully completed by the applicant before meeting.

Full Name:

Directorate:

Section:

Contact Telephone Number:

Reason for Time Off (Please Tick):

- 1. National/ Regional Meetings (Outside TDC)
- 2. Authority level meetings on Corporate issues (formal and informal)
- 3. Directorate level meetings (formal and informal)
- 4. Training courses (delivering and attendance)
- 5. Individual member representation (discipline, grievance, etc.)
- 6. Unpaid Time off

Title of Meeting:

Anticipated date(s) of absence from work:

Anticipated time(s) of absence from work:

Location of Meeting:

Signature of Officer Authorising Time Off:

Signature of Human Resources Manager:

Application (please tick): Approved Rejected

Reason for Rejection:

PART B To be completed after the meeting by the Chairperson/ Organiser or manager of the site at which the meeting occurred.

Start Time: Finish Time:

Total Number of Hours including Travelling Time:

Signature of Chairperson/ Organiser/ Manager confirming above:

..... Date:

Please return completed forms to
Human Resources,
Town Hall,
Station Road,
Clacton-on-Sea,
Essex,
CO15 1SE.

DATE

