



Report to Joint Consultative and Safety committee

Subject Trade Union Facilities Agreement

Date 31st October 2007

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1. Purpose of the Report

To inform members of the Trade Union Facilities Agreement

2. Background

The Trade Union Facilities Agreement attached as Appendix A has been in place for a number of years and has served to ensure a regularised way of managing time off for Trade Union duties and other support for the trade unions. It was amended slightly in June 2007 to recognise changed legislation with respect to Trade Union Learning Representatives.

With respect to paragraph 10 there is no particular arrangement in place for dedicated time off for the Branch Secretary. This has varied in the past depending on the particular demands placed on UNISON with respect to consultation and negotiation.

The agreement is to be reviewed by this Sub-Committee on an annual basis. No specific concerns have been raised about this agreement.

3. Recommendation

It is recommended that the Trade Union Facilities Agreement is reviewed and any proposed changes referred to Personnel and Resources Committee.

TRADE UNION FACILITIES

AIM:

To ensure there is effective consultation and negotiation with the recognised Trade Unions on issues affecting their Members across the Authority.

OBJECTIVES:

- § To provide guidelines for agreeing paid time off for Trade Union Officers and Representatives.
- § To identify resources provided by the Authority for Trade Union duties.
- § To identify meetings required for consultation and negotiation.
- § To confirm the recognition and role of Union Learning Representatives.

Consultation and Negotiation Framework

1. The main structure for negotiation and consultation on issues affecting employees will be through regular liaison meetings between management and Trade Union Officers. These are normally held every month depending on the volume of issues to be dealt with. In general, this forum will aim to resolve any problems and reach agreement between management and Trade Unions.

2. For consultation on Health and Safety policies, the Trade Union Safety Representative will receive consultation documents as they are progressed through the CHAS group. Comments will be received and considered in this forum and if appropriate the Safety Representative may attend. Any other Health & Safety issues may be raised with the employee safety representatives (CHAS Group Members) or the Trade Union Safety Representative for resolution at a local level. If this is not possible they may be referred to the Joint Consultative and Safety Committee.

3. Formal consultation and negotiation is through the Joint Consultative and Safety Committee. This is the mechanism for resolving differences between management and Trade Unions and ratifying any agreements reached and avoidance of disputes.

4. In addition there will be ad hoc working groups and consultation/negotiation activities to address specific issues as they arise.

5. The Appeals committee is established with delegated powers to hear individual employee appeals under the grievance procedure and the resolution of disputes.

Representative Framework

6. All employees have the right to be represented by their Trade Union or other colleague in welfare, disciplinary, grievance or harassment investigations, hearings and appeals and also in any other formal interviews or meetings which may be necessary. They will be informed of this right but it is the individual's responsibility to arrange this.

7. Generally individual representation will normally be carried out by a local Trade Union representative. If this is not possible or inappropriate other representatives may be involved.

Paid Time Off

8. Paid time off for approved officers for the purposes of consultation and negotiation in formal meetings is agreed as:

§ JCSC – usually 4 meetings/year and others as required

§ Branch Executive Committee meetings – 12 meetings/year

§ Liaison meetings – as required

§ Ad hoc working groups - as agreed

9. The Trade Unions will advise the Head of Personnel & Management Support annually of the names, roles and duties of Branch Officials and representatives for approval for time off to carry out the following duties:

- § Negotiation/consultation relating to terms and conditions of employment
- § Negotiation/consultation on human resources policies
- § Discipline/grievance harassment/welfare cases
- § Structure/grading/establishment reviews
- § Management, organisation and administration of branch activities
- § Communication with members
- § Conducting the duties of a Union Learning Representative (ULR)
- § Conducting the duties of Health and Safety Representative
- § Undertaking necessary and specific personal training and development (see paragraph 12)

10. The Branch Secretary of Unison, as the Union with the largest membership will receive a specified allocation of time to be agreed annually. This allocation will be for all the duties of the post of Branch Secretary and also include representative duties, time for attending national, regional and local consultative and negotiating meetings. Further approval may be given for additional time off for particularly urgent duties.

11. Paid time off will also be granted for the equivalent of one person per recognised Trade Union to attend the annual National Conference.

12. Generally paid time off for training relevant to the development of employment relations within the Authority will be approved subject to the demands of the service. Where the training is not considered relevant the individual will be required to make their own arrangements for attending i.e. by using annual leave, flexi-leave etc.

Requests should be made giving as much notice as possible for approval and authorisation to the individual's Head of Service.

13. All members of recognised Trade Unions will be given paid time off to attend branch meetings and the AGM. All such meetings will be arranged by the Trade Unions at a time and place which minimises the impact on service provision and requirements for paid time off.

14. Paid time off for Union duties will not be unreasonably refused by management. There is a commitment from both the Trade Unions and management that meetings will be arranged for mutual convenience and at all times will be requested and agreed to in the context of ensuring continuity and appropriate level of service provision. Payment will only be made for hours when the employee would normally be working, for administrative purposes the office opening hours are the relevant period for recording paid time off for the flexi time system.

15. Other than regular, pre determined and agreed time off, Trade Union Officers and representatives will ensure as much notice as possible is given to their line managers. The Trade Unions will also take every effort to avoid excessive time off requests falling in any one Department.

Union Learning Representatives

16. Employees who are members of an independent trade union recognised by the Council can take reasonable paid time off to undertake the duties of a Union Learning Representative, provided that the union has given the Council notice in writing that the employee is a learning representative of the trade union and the training condition is met, as described in section 18. The functions for which time off as a Union Learning Representative is allowed 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 employer about carrying on any such activities
- § Preparation to carry out any of the above activities
- § Undergoing relevant training

It is expected that Union Learning Representatives should liaise with the employer to ensure that any training offered by, or run through the union, complements that offered by the Council as employer and that the scope for duplication is minimised.

17. Training for Union Learning Representatives

To qualify for paid time off to conduct the duties of the ULR, the member must be sufficiently trained:

- § Either at the time when their trade union gives notice to their employer in writing that they are a learning representative of the trade union.
- § Or within six months of that date.

In the latter case, the trade union is required to give notice in writing that the employee will be undergoing such training and when the employee has done so, to give the employer notice of that fact. It should be confirmed by the union in a letter that the training undertaken is sufficient to allow the Learning Representative to undertake their role; this notification should be made to the Head of Personnel and Organisational Development.

It is good practice for the union to give details of the training that has been completed and any previous training that has been taken into account. The individual's personal training record should be updated accordingly. In the interests of good practice, the six month qualifying period during which an untrained Union Learning Representative must receive sufficient training to continue operating as a learning representative may be extended, with agreement.

To satisfy this training requirement an employee will need to be able to demonstrate to their trade union that they have received sufficient training to enable them to operate competently in one or more of the following areas of activity relevant to their duties as a Union Learning Representative:

- § Analysing learning or training needs
- § Providing information and advice about learning or training matters
- § Arranging and supporting learning and training
- § Promoting the value of learning and training

Reasonable time off will also be allowed for further training to help Union Learning Representatives develop their skills and competencies.

Resources

18. The Authority will provide a room for UNISON business with a telephone at no cost including for use of internet. This provision will be reviewed should there be demand for similar facilities from other Trade Unions. The Trade Unions may use existing standard photocopiers (not colour) for reasonable small numbers of photocopies. Any large volumes will be charged for separately. The internal mail system may be use at no charge. The various Civic meeting rooms may be used by the Trade Unions subject to availability. If other resources are used the Trade Unions are responsible for meeting the costs. Notice boards will be provided at all major sites.

Other Issues

19. The Authority will deduct Trade Union subscriptions directly from pay at no cost to the Trade Union.

20. The Trade Unions will be invited to make presentations at the regular induction events. Trade Union enrolment forms will be included in induction packs.

21. This agreement will be reviewed annually through the JCSC. Any proposed amendments will require ratification through Policy and Resources Committee.