

**TRADE UNION
FACILITIES AGREEMENT**

January 2006

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1. INTRODUCTION

- 1.1 The objective of the Trade Union Facilities Agreement is to provide framework arrangements between Thurrock Council and the recognised Trade Unions. This document replaces all previous agreed Trade Union Facilities Agreements.
- 1.2 This agreement commences on 1st April, 2005 although the Council recognises the continued need to monitor and review the provision of time off and facilities for elected trade union officers and stewards.
- 1.3 This agreement will provide managers, trade union officers and stewards with clear guidelines under which requests for time off and facilities will be determined. It should avoid or minimise misunderstanding, ensure fair and consistent treatment and facilitate better planning for trade union stewards in service delivery departments.
- 1.4 This agreement has been reached to facilitate and improve consultation, enhance collective bargaining and industrial relations within this Council.

2. SCOPE OF THE AGREEMENT

- 2.1 This agreement covers those trade unions who have negotiating rights at national and provincial levels i.e. UNISON, GMB, TGWU, AMICUS/AEEU, and UCATT but only covers those trade union officers and stewards in schools where the school has adopted this agreement.
- 2.2 These trade unions are recognised for the purposes of local consultation and negotiation on pay and conditions of service and for representation of their members at internal hearings and appeals.
- 2.3 Other independent trade unions, as recognised by the Certification Officer will only be able to represent their individual members at internal hearings and appeals and will not have recognition rights in relation to any other employee relations matters

3. GENERAL PRINCIPLES

- 3.1 This agreement has been drawn up in accordance with the Trade Union and Labour Relations (Consolidation) Act 1992, the Employment Act 2002 and the ACAS Code of Practice on Time Off for Trade Union Duties and Activities (Including Guidance on Time Off for Union Learning Representatives) April 2003.
- 3.2 The Council and Trade Unions support the system of collective bargaining in every way and believe in the principle of conducting industrial relations by discussion and agreement.
- 3.3 The Council recognises the right of staff to choose whether or not they wish to belong to a trade union. No pressure or discrimination will be brought to bear on any staff or applicant on the grounds of their membership or non-membership of a trade union.
- 3.4 The Council and trade unions expect industrial relations to support and encourage the following key features;
 - High quality services delivered by a well trained and motivated workforce

- Equality of opportunity and diversity of the workforce and the community as core principles which underpin both service delivery and employment.
 - A flexible approach to providing services to the community which aims to meet both the needs of the Council and its employees, within a Best Value framework and in accordance with the Council's key objectives and priorities.
- 3.5 Trade Union Representatives will be invited to attend the Council's induction training to advise new staff of their contact details.
- 3.6 The Council recognise the right of Trade Union's to communicate directly with Trade Union members, including the use of the Council's e-mail system to Trade Union members only. Responsibility of maintaining this e-mail group lies with the Trade Union.
- 3.7 The Trade Union recognises the right of the Council to communicate directly with their staff.
- 3.8 The Council will ensure that all Trade Union representatives, irrespective of the proportion of time spent on trade union activities, will not receive any loss of job or promotional opportunities as a result of their trade union activities.

4. RECOGNITION OF TRADE UNION OFFICERS, SAFETY REPRESENTATIVES AND UNION LEARNING REPRESENTATIVES (ULRs)

- 4.1 The general term of "trade union representative" covers trade union officers seconded to work full-time or part-time on trade union duties, stewards, safety representatives and Union Learning Representatives (ULRs).
- 4.2 The Council currently funds release for an individual to undertake Unison Branch Secretary responsibilities.
- 4.3 Release to undertake Unison Branch secretary responsibilities will be on a secondment basis at the Council's discretion with no guarantee that the individual at the end of the secondment will return to their substantive post.
- 4.4 Scope for the Unison Branch Secretary should be investigated into redeployment to an alternative position of a similar nature to their substantive post
- or
- The individual should go on to the Redeployment Register during their notice period up to a maximum of 12 weeks or in the case of de-selection this will be extended to a maximum of 6 months.
- 4.5 The Council will review release arrangements for the Unison Branch Secretary on a two yearly basis unless the Branch Secretary resigns or is de-selected and in that case it will be reviewed at that point in time.
- 4.6 Nomination of all replacement Branch Secretaries will be notified to the Council's Corporate Management team in advance of the Branch Meeting to recognise possible operational needs.
- 4.7 The Council also recognises Trade Union stewards, safety representatives and ULRs who are persons elected or appointed in accordance with the rules of a trade union to act as a representative of its members or a proportion of them.

- 4.8 Trade Union officers, stewards, safety representatives and ULRs must be staff of the Council or one of its strategic partners. The Trade Union must notify the Council of individuals elected before they can be officially recognised.
- 4.9 The Council and Trade Unions will agree reasonable total numbers of officers, stewards, safety representatives and ULR's
- 4.10 The Branch Secretary will also notify both the Head of Organisational Development of the appointment, election and resignation of trade union officers, stewards, safety representatives or ULRs.
- 4.11 See Section 7 for more information on ULRs.

5. TIME OFF FOR UNION DUTIES AND ACTIVITIES

- 5.1 Under the Trade Union and Labour Relations (Consolidation) Act 1992, as amended by the Employment Act 2002, Section 43, an official of a recognised trade union is entitled to time off work to carry out their union duties and activities. An official of a union is described in the Act as
- “an officer of the union or of a branch or section of the union; or
 - a person elected or appointed in accordance with the rules of the union to be a representative of its members or some of them”
- 5.2 The Act draws a distinction between “duties” and “activities”. The right to **paid** time off arises from the performance of union duties and not merely from taking part in union activities (for which unpaid time off may be granted under section 170 of the Act).
- 5.3 The National Joint Council National Agreement on Pay and Conditions of Service provides for paid leave of absence for representatives of recognised trade unions to attend meetings concerned with the work of the NJC and the Provincial Councils. It also requires authorities to provide recognised trade unions with facilities necessary to carry out their functions. It is for each local authority to decide which facilities it is reasonable to grant, according to local custom and for what circumstances they are required. “Facilities” in this context also covers time off (paid and unpaid).

6. AMOUNT OF TIME OFF

- 6.1. The amount of time off to undertake trade union duties is that which is reasonable in all the circumstances. The ACAS Code of Practice offers the following guidance:
- “Trade unions should be aware of the wide variety of difficulties and operational requirements to be taken into account by employers when seeking or agreeing arrangements for time off”
- 6.2 Whilst every case should be considered on its merits, the Code suggests that the following factors be taken into consideration:
- The size of the enterprise and the workforce
 - The inconvenience to the employer (in terms of the effect on the production process)
 - The need to secure safety and security at the workplace

- The need to maintain a service to the public.
- 6.3 The Council will afford facilities to trade union representatives for reasonable time off **with pay**, subject to the needs of the service, to carry out duties concerned with employee relations between the Council and the employees they represent. The purpose for this time off must be either:
- a) to carry out official union duties either within the Branch, regionally or nationally, or
 - b) to undergo relevant training as approved by the T.U.C. or trade union.
- 6.4 For Unison the Council expects that duties regionally or nationally will be undertaken by the Branch Secretary, unless, it relates to a specific topic which has a direct correlation to a recognised Trade Union post holder eg women's officer or ULRs. This reflects the fact that this post is currently funded by the Council.
- 6.5 All requests for time off to carry out official union duties should be made on the appropriate form as attached at Appendix A and all requests for time off to undergo training should be made on the appropriate form as attached at Appendix B.
- 6.6 If managers are concerned about the amount of time off being requested or if trade union representatives are concerned about requests being refused, they should consult their HR Adviser who will discuss the situation with the relevant Branch Secretary/Convener and Head of Organisational Development as appropriate. An official of a recognised trade union may present a complaint to an Employment Tribunal if they believe the employer has failed to grant time off permitted by legislation.
- 6.7 Examples of the type of time off **with pay** for trade union representatives that will be granted, subject to the needs of the service are:
- To meet with individual members or groups of members to provide advice and guidance on disciplinary, grievance, harassment/bullying, capability and such matters
 - To prepare for and attend meetings/hearings/appeals where they are representing individual members or groups of members in accordance with the Council's procedures
 - To attend Directorate and Corporate consultative and negotiating meetings
 - To attend relevant trade union courses
 - National Conferences: Up to four delegates across the Council but no more than two from any one Trade Union.
 - Regional Conferences: Up to four delegates across the Council but no more than two from any one Trade Union.
 - Other Conferences: May be considered upon written requests being submitted to the Council.
 - Meetings of the Regional Council and its committees: 3 Delegates across the Council although not more than one from any Trade Union.
 - Branch meetings, as necessary and as required.

- Relevant trade union and TUC courses.

6.8 The Council will not pay salary to representatives for any time spent on trade union duties outside of their normal working hours, unless approved by the Head of Organisational Development.

Particular attention will be given by the Head of Organisational Development to the circumstances of union courses and Part-time Trade Union representatives.

6.9 The Council will not permit paid time off for furtherance of industrial action, however, the Head of Organisational Development will give positive consideration to approval of branch meetings to consider industrial action being within working time.

7. UNION LEARNING REPRESENTATIVES (ULR's)

7.1 The Employment Act 2002 introduced a new right for Union Learning Representatives (ULRs). A person is a ULR if any are appointed or elected in accordance with the union's rules.

7.2 From 27 April 2003, a ULR has similar statutory rights to reasonable time off with pay for their training and to carry out their duties as those enjoyed by union safety representatives at workplaces where a union is recognised for collective bargaining purposes.

7.3 The trade unions must give the Council written notice that a member of staff has been appointed as a ULR and that the ULR has been appropriately trained to carry out those duties.

7.4 The duties of a ULR are:-

7.4.1 Analysing learning or training needs

7.4.2 Providing information and advice about learning or training matters

7.4.3 Arranging learning or training

7.4.4 Promoting the value of learning or training

7.4.5 Consulting the Council about carrying out any such activities (points 7.4.1 – 7.4.4) in relation to 'qualifying members of the trade union' (see below)

7.4.6 Preparing for any of the things mentioned in the points above.

In law, the duties of ULRs are confined to activities they undertake on behalf of 'qualifying members of the trade union', but the Council would have no objection to ULRs undertaking these duties on behalf of other staff of the Council.

The Council will regard ULRs as partners when learning and development programmes are designed, delivered and evaluated and, as such, has invited the trade unions to nominate ULRs to join the Council's newly created "Learning Organisation Steering Group", or successor bodies.

7.5 The Training Conditions for a ULR are that:

- 7.5.1 The member of staff has been sufficiently trained to carry out the duties of a ULR and the trade union has given the employer written notice of that fact.
- 7.5.2 In the last six months, the trade union has given the employer written notice that the member of staff will receive such training
- 7.5.3 The member of staff has received that training and the trade union has given the employer written notice of that fact.
- 7.5.4 However, paragraph 23 of the ACAS Code of Practice on Time Off for Trade Union Duties and Activities (including Guidance on Time Off for Union Learning Representatives) (April 2003) states that:
- ”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 take into account any significant unforeseen circumstances such as prolonged absence from work due to ill-health, pregnancy or bereavement.”
- 7.5.5 Points 7.5.2. and 7.5.3. above enable a member of staff who has not been sufficiently trained to carry out the duties of a ULR to ‘act’ as a ULR for a maximum six-month probationary period until they have been sufficiently trained to carry out the duties of a ULR. However, if the member of staff does not receive the required training within that period, their time-off rights as ULR will end.
- 7.5.6 Only one notice under point 7.5.2. above may be given in respect of any one member of staff. This prevents a trade union from extending the six-month probationary period by six months by issuing further notices to the employer.
- 7.5.7 When looking at whether a member of staff’s training is sufficient to enable them to carry out their ULR duties, regard must be given to any relevant provision (e.g. paragraphs 22-27) of the ACAS Code of Practice on *Time Off for Trade Union Duties and Activities* (including *Guidance on Time Off for Union Learning Representatives*) (April 2003). The Code of Practice is available at www.acas.org.uk/publications/pdf/CPO3.pdf.

8. FACILITIES FOR RECOGNISED TRADE UNIONS

8.1 Accommodation

- 8.1.1 The Council will ensure that accommodation is located within or nearby to the Council offices or the offices of one of its strategic partners. This accommodation will be accessible to all persons including disabled people. All accommodation will be provided at no cost to the trade union and will provide an enclosed office space sufficient for private and confidential interviews to take place and for limited filing cabinets archive materials and reference works to be stored.
- 8.1.2 The Council reserves the right to provide one office to be shared by all recognised Trade Union’s.

8.1.3 The Council will provide the trade union with access to meeting room accommodation, although no guarantee can be made as to the availability of such rooms, which will have to be pre booked. Whether or not the rooms are charged for will depend upon the charging policy with respect to the building where the room is located.

8.2 Communications

8.2.1 the Council will provide to the trade union the following:-

- a) Provision of a telephone line
- b) The provision of a link to the Council's e-mail and intranet facilities
- c) The provision of all reasonable IT equipment
- d) Stewards to have a personal e-mail address and reasonable access to IT equipment where reasonably practicable
- e) Access to internal mailing systems and courier services to all satellite offices and departments
- f) Charges relating to telephone services used on business relating to the Industrial Relations of the Council or its Strategic Partners.
- g) Where possible a secure area set up to allow Trade Unions to store their relevant electronic documents.

8.3 Photocopying

8.3.1 The Council will provide the Trade Union access to photocopying services, at no cost except where for campaigning purposes there will be a charge, e.g.: pay claim, industrial action, etc.

8.4 Reprographics

8.4.1 The Council will allow the trade union to use its in-house printing services for which the charge will be the same rate as if they were an internal service of the Council.

8.5 Publicity

8.5.1 The Council will make provision of notice boards in its premises, of one per floor or building, as appropriate, for the use of the trade union.

9. DEDUCTION OF SUBSCRIPTIONS

9.1 The Council will provide facilities for the deduction of trade union subscriptions, from the payroll at no cost to the trade unions subject to compliance with relevant legislation. The union has the responsibility to advise members of any changes as and when necessary.

10. ACCESS TO MANAGEMENT INFORMATION

10.1 The Council will provide recognised Trade Unions who request it with the following management information reports:-

- a) A starters/leavers report, on a regular basis, sorted by department, outlining employees names, department, commencement/leaving date.

- b) A union subscriptions report, on a regular basis, listing all of its members whose subscriptions are deducted at source by the Council.

11. NOTICE OF WITHDRAWAL

- 11.1 Any changes to this agreement are subject to agreement between all parties.
- 11.2 The Council or trade unions may, at any time, give at least three months written notice of their intention to withdraw from this agreement.

12. SIGNATORIES TO THE AGREEMENT

12.1 Signed on behalf of Thurrock Council

.....
Keith Ireland
Head of Organisational Development

Dated

12.2 Signed on behalf of trade unions

.....
Gwen Nicholas
GMB Branch President

Dated

.....
Ron Langridge
T&G Branch Convener

Dated

.....
Maureen McPherson
Unison Branch Secretary

Dated

APPENDIX A

THIS FORM SHOULD BE SUBMITTED TO YOUR MANAGER WITH REASONABLE NOTICE PRIOR TO WHEN TIME-OFF IS REQUIRED

REQUEST FOR TIME OFF FOR T.U. DUTIES/ACTIVITIES

PERSONAL DETAILS

| | |
|-----------------------------------|--|
| TRADE UNION REPRESENTATIVE | |
| | |
| DEPARTMENT | |
| | |
| LINE MANAGER | |
| | |

TIME OFF - DETAILS

| | |
|---|--|
| DATE(s) TIME OFF REQUESTED | |
| | |
| ACTUAL TIME OF DAY | |
| | |
| EXPECTED DATE OF RETURN TO WORK | |
| | |
| EXPECTED TIME OF RETURN TO WORK | |
| | |
| REASON FOR TIME-OFF <i>(Please give full details, including location)</i> | |
| | |
| PAID/UNPAID | |
| | |
| SIGNATURE | |
| | |
| DATE | |

THIS SECTION TO BE COMPLETED BY DIRECTOR OR MANAGER

| | |
|--|--------|
| APPLICATION APPROVED | YES/NO |
| | |
| APPLICATION REJECTED <i>(please state reasons)</i> | YES/NO |
| | |
| SIGNATURE | |
| | |
| DATE | |

Manager to retain 1 copy and record on Monthly Absence Return attaching further copy to be place on personal file.

APPENDIX B

**THIS FORM SHOULD BE SUBMITTED TO YOUR MANAGER NO LATER THAN
1 MONTH PRIOR TO WHEN TIME-OFF IS REQUIRED**

REQUEST FOR TIME OFF FOR TRADE UNION TRAINING

PERSONAL DETAILS

| | |
|-----------------------------------|--|
| TRADE UNION REPRESENTATIVE | |
| | |
| DEPARTMENT | |
| | |
| LINE MANAGER | |
| | |

COURSE DETAILS

| | |
|---|--------|
| COURSE TITLE | |
| | |
| DATE(S) | |
| | |
| LOCATION | |
| | |
| COURSE ORGANISER | |
| | |
| IS THE COURSE APPROVED BY TUC? OR TRADE UNION? | YES/NO |
| | |
| BRIEFLY EXPLAIN/DESCRIBE HOW THE COURSE IS RELEVANT TO YOUR DUTIES OF TRADE UNION OFFICER/STEWARD. | |
| | |
| SIGNATURE | |
| | |
| DATE | |

THIS SECTION TO BE COMPLETED BY DIRECTOR OR MANAGER

| | |
|--|--------|
| APPLICATION APPROVED | YES/NO |
| | |
| APPLICATION REJECTED (please state reasons) | YES/NO |
| | |
| SIGNATURE | |
| | |
| DATE | |

**Manager to retain copy and record on Monthly Absence Return attaching a further
copy to be placed on the personal file**