

## **Facilities Agreement**

Statement of Agreement on Facilities and Time Off for UNISON Representatives between

**UNISON Lewes District Branch**

And

**Lewes District Council**

**Date of Commencement      23 February 2015**

### **1. Introduction**

Lewes District Council (LDC) and the UNISON Branch recognise that without the active support and commitment of its staff, LDC cannot deliver the services it seeks to provide.

In recognition of the role of the staff in the delivery of the service, LDC wishes to foster the active involvement of the staff in the development of its activities.

As an employer, with staff covering a variety of services, the Council supports the system of collective bargaining and believes in the principle of solving employee relations issues by discussion and agreement.

This agreement, therefore, reflects commitment to ensuring that the UNISON representatives have adequate facilities and reasonable time off in order to undertake their duties efficiently and effectively on behalf of their members.

### **2. Relations at local level**

LDC believes it is important for local managers and UNISON representatives to establish effective lines of communication. It is expected that employee relations' activities will be carried out between local representatives and managers in the first instance. In more complex cases, the union may nominate a full time UNISON Officer to lead/support local stewards.

### **3. Who is a Union Officer/Representative?**

The use of the terms 'representative' and 'branch officer' throughout this document, refer to those employees of LDC who have been elected by UNISON to carry out specific roles within the Branch. Some representatives will be accredited by UNISON to act on behalf of members in formal procedures such as grievance and disciplinary cases. Following its AGM, the Branch will provide the Human Resources Manager with a list of the official UNISON branch posts and the names of those elected to those posts. Any changes made during the year will be notified to the Human Resources Manager.

### **4. Paid Time Off**

The Branch will endeavour to ensure all workplaces are covered by at least one representative.

Certain branch officer roles will be more actively involved in partnership working than others. The Branch will, wherever practical and reasonable, ensure this work is shared appropriately amongst relevant officers.

Employees who are Branch Officers and workplace representatives (Stewards) have the right to reasonable paid time off during working hours as required by the Trade Union and Labour Relations (Consolidation) Act 1992, for the purposes of carrying out duties that are concerned with any aspect of collective bargaining and representation of individual members, including:

- Terms and conditions of employment including physical working conditions
- Engagement, termination or suspension of employment and the duties of employment
- Allocation of work or the duties of employment as between employees or groups of employees
- Discipline and grievance
- Activities associated with trade union membership
- Facilities for officials of the union
- Trade union/TUC training and learning activity
- Machinery for negotiation or consultation and other procedures; procedures for collective bargaining
- Disputes, joint consultation, communicating with members and other trade union branch officers.

Branch officers and stewards are also entitled to reasonable time off for training relevant to their role(s), provided that the training is approved by UNISON.

The Branch will aim to get newly elected workplace/health and safety representatives ERA trained within the first 12 months. Branch officers/representatives will normally be afforded a minimum of up to 10 days in the first twelve months to complete their basic training. However, if it is not possible to attend training in the first 12 months, this time will be carried over until the requisite basic training is completed. . Days required for training will not normally exceed 6 in twelve months during following years. This will apply to no more than 5 new stewards in any 12 month period.

Established branch officers/stewards may receive training based on an analysis of needs and subject to agreement by the Branch Secretary. This will not normally exceed three days per annum.

In addition, exceptionally and by agreement with their line manager, Staff Side representatives may attend other training based on need that has been approved by the Branch.

The Branch holds an annual Branch Development Day which includes all Branch Officers and Stewards. This is usually held locally shortly after the AGM and includes the Regional Office updating the Branch on Policy and other matters.

Requests for training should be agreed in advance with the relevant line manager. The Branch will aim to give at least 3 weeks notice of training requests. In cases where the training is refused, the Branch will refer the request to the Human Resources Manager (or nominated representative) and the relevant Head of Service.

The Branch will endeavour to get Health and Safety representatives trained in workplace health and safety as soon as possible after their appointment.

LDC will, wherever reasonably practicable, ensure that work cover and/or workload reductions are provided when time off is required. This can include the temporary allocation of duties to other employees, rearrangement of work to a different time or a temporary reduction in workload.

## 5. Agreed Areas of Activity

The usual areas of activity where time off is required are shown in paragraph 4 above and Table A, together with how they are normally regarded by LDC. In some instances LDC grants paid time off to UNISON members. None of the circumstances listed will qualify for paid time off if the union is taking industrial action at the time.

Paid time off is only granted for those times when the individual employee would normally be at work i.e. hours spent on UNISON matters outside normal working hours or across lunch periods do not qualify.

## 6. Time Off and Facilities for Health and Safety Representatives

The recognised Health and Safety and Welfare Representatives of the Union will be afforded appropriate paid time off, facilities (including enabling private discussions with employees), assistance and access to buildings as is necessary to allow them to carry out their recognised functions. The Council shall recognise that paid time off for undertaking trade union Health and Safety responsibilities shall not include time allocated for the Council to undertake its own obligations under Health and Safety legislation and is in addition to facility time required for carrying out other approved union work.

**TABLE A**

Activity	Branch Officers	Union Members
Joint Consultative Committee	Paid time off	Not normally applicable
Joint Consultative Committee (Waste)	Paid time off	Not normally applicable
Joint Health & Safety Forum	Paid time off	Not normally applicable
Side meetings in preparation for JCC and H&S meetings	Paid time off	Paid time off
Employment Committee	Paid time off	Not normally applicable
Ad hoc meetings with HR/Management	Paid time off	Not normally applicable
Reporting back to members on issues arising from JCC meetings/committees	Paid time off	Not normally applicable
Meetings with full time Union Officers	Paid time off	Paid time off
Grievance, Disciplinary and Capability Issues plus preparation time	Paid time off	Paid time off
Accident and Hazard investigations	Paid time off	Paid time off
Safety inspections and audits	Paid time off	Not normally applicable
Attending approved training courses	Paid time off	Paid time off, in certain circumstances as approved

<b>Activity</b>	<b>Branch Officers</b>	<b>Union Members</b> by HR Manager
Attending Regional or National Joint Councils as branch delegate (2 per annum)	Paid time off	Not normally applicable
Voting or elections conducted at the workplace	Paid time off	Paid time off
Branch Executive meetings	Paid time off	Time off without pay
Delegates to UNISON annual conferences ( (not more than 2 delegates at any one event)	Paid time off	Paid time off
Branch Annual General meetings (although these are expected to be held at the end of the day or over the lunchtime period to minimise disruption to services)	Paid time off	Paid time off
Specific emergency conferences e.g. on a pay offer	Paid time off	Not normally applicable
Union regional meetings : Regional Council x 3 Regional Committee x 3 Local Government x 4	Paid time off to be agreed locally	Not normally applicable
Lecturing on external union matters or training courses (not more than 1 p.a.)	Time off without pay	Not normally applicable
Full Branch meetings (other than the AGM) (no more than 2 per year)	Paid Time Off	Paid Time Off

## 7. **Requesting time off**

The amount of time off will be reasonable and in accordance with the ACAS Code of Practice. A union representative will make a request for time off to their Line Manager, providing as much notice as possible and, in the case of training, giving details of the training course if requested.. The line manager will consider the request for time off alongside operational issues and business needs. Wherever possible the time off will be granted but the manager may not always be able to agree to it. The Employer and the Union agree to make every effort to accommodate the reasonable requirements of both the Union and the operational requirements of the Service.

It is proposed that this agreement be reviewed on a regular basis. Scheduled meetings or events will be notified to the relevant line manager at the earliest opportunity to allow time for adjustments to be made where necessary.

The Employer and the Union agree to make every effort to avoid disputes in relation to time off for trade union duties and activities. Where permission to take time off is withheld, an explanation for the reason(s) will be given by the appropriate Head of Service.

If the Branch is dissatisfied with the decision, the matter may be referred to the Human Resources Manager. In cases where a disagreement cannot be resolved a complaint can be lodged under the Council's grievance procedure.

The Council understands that union representatives have a right in law to take a claim to an Employment Tribunal if internal procedures fail to resolve a dispute related to time off for trade union duties.

Time off for trade union duties will be reviewed as part of normal management arrangements as necessary and appropriate.

## **8. Recording and Monitoring Time Off**

The Branch will provide a programme of all scheduled Branch Executive Committee Meetings and its nominated representatives on any formal consultation/collective bargaining machinery.

Branch officers and reps agree to record time spent on Union activities on a Record of UNISON Facilities Time form - attached at Appendix A. The form will be returned to the Branch at the end of each quarter.

In order that LDC can meet its data transparency obligations, UNISON will provide the following information to the Human Resources Manager on an annual basis:

1. Total number (absolute number and FTE) of staff who are union reps (including general, learning and health and safety representatives)
2. Total number (absolute number and FTE) of union reps who devote at least 50 per cent of their time to union duties.

The Branch takes its responsibility for the welfare of officers and reps seriously and will monitor their workloads to ensure they remain manageable and do not adversely affect their health and wellbeing.

## **9. Access to Information**

Access to relevant and reasonable information will be provided to enable the union representatives to carry out their duties. Such information will be provided in a timely manner, subject to there being no issues of confidentiality or data protection.

LDC will provide the UNISON branch with the following:

- (i) a monthly list of UNISON members paying subscriptions from their salary.
- (ii) access to new recruits at corporate induction days to promote trade union membership.
- (iii) means to provide all new recruits with written details of the trade union and membership application forms, to be provided by UNISON.

Workplace representatives have specific rights to information for collective bargaining and the right to be consulted over issues of redundancy.

## **10. Facilities**

LDC will provide UNISON with the use of office space in as secure an environment as possible, and where discussions in private may take place. LDC will provide reasonable access to other facilities including use of telephones, email, intranet and internet to enable officers and reps to carry out their duties.

The suitability of the office space will be reviewed as necessary.

#### **11. Confidentiality and Freedom of Information**

LDC and Unison recognises the importance of data protection and confidentiality. Both respect the confidential and sensitive nature of communications between union reps, their members, regional officers and management and will not disclose or discuss any such matters which are considered confidential. LDC will not carry out any monitoring of union emails, other than in exceptional circumstances as defined by the Information Commissioner.

LDC will notify Unison of any FOI requests received which relate to normal trade union activity and, where appropriate, will consult the Branch before any disclosure is made.

#### **12. Travel Arrangements**

Carrying out the duties required to fully support members will, on occasion, require the representative to travel between locations or to and from training venues. Any travel expenses incurred whilst performing these duties will be met by UNISON. The time taken whilst travelling during the working day will form part of agreed time off.

#### **13. Review of Facilities Agreement**

This agreement will be reviewed annually and both parties will monitor and evaluate its success.



**Lewes District Council**

### ***Appendix A***

#### **Record of Unison Facility Time 2015**



	<b>Unison February 2015</b>
<b>Date</b>	<b>23 February 2015</b>

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