

## **TIME OFF AND FACILITIES AGREEMENT**

Between

**Bolsover District Council  
The Arc  
High Street  
Clowne  
Derbyshire**

and

**UNISON, UNITE**

### **1. DEFINITION OF TERMS**

In this agreement:

The Council	refers to Bolsover District Council
The Unions	refers to the Bolsover Branch of UNISON and UNITE
Employees	refers to all employees of the Organisation.

### **2. COMMENCEMENT DATE**

This Agreement commences from ..... 2013.

### **3. INTRODUCTION**

- 3.1 The Council supports the system of collective bargaining and the principle of solving employee relations problems by discussion and agreement.
- 3.2 All parties recognise that it is vital to good employee relations for the workforce to be properly represented by the recognised unions.
- 3.3 The Trade Union and Labour Relations (Consolidation) Act 1992 (S168 (1) and (2)) makes provision for employees to be given the right to time off under various circumstances. The following document sets out these provisions as recommended by the ACAS Code of Practice and agreed by the Unions and the Organisation in this respect.

#### **4. DEFINITIONS**

A trade union official (either a work place representative and/or a branch executive officer) is a person who has been elected or appointed in accordance with the rules of the union.

**Trade Union Learning Representatives (ULRs)/ Lifelong Learning Representatives** are a type of lay union representative whose main function is to advise union members about their training, educational and developmental needs. They must be a member of a recognised independent trade union, they must be elected or appointed in accordance with the union's rules, they must have met a statutory training condition and the trade union must have given written notice to the employer that the employee is a ULR.

#### **5. REPRESENTATION**

- 5.1 The provisions of this agreement shall apply to accredited representatives of the Unions, who have been duly elected or appointed in accordance with the rules of their Union.
- 5.2 The Unions will determine the appropriate number of representatives they wish to appoint, having regard for the size and location of its membership. The Unions agree to inform the Council in writing of the names of all elected representatives at the earliest possible opportunity and to notify the Council of any subsequent changes. Persons whose names have been notified to the Council shall be the sole representatives of the Unions' membership.

#### **6. TIME OFF FOR GENERAL TRADE UNION REPRESENTATION**

- 6.1 This agreement seeks to establish a formal policy and procedure on trade union duties and activities in accordance with the legislative framework. It is recognised that it is not possible to be prescriptive about all duties and activities, or the time required to carry them out. It is agreed that requests for time off will not be unreasonably made or unreasonably refused.
- 6.2 Accredited representatives will be permitted reasonable paid time off during working hours to carry out duties that are concerned with any aspect of collective bargaining and representation of individual members, including but not limited to:
  - terms and conditions of employment including physical working conditions, job evaluation etc;
  - 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
- machinery for negotiation or consultation and other procedures;
- procedures for collective bargaining, disputes, joint consultation, communicating with members and other trade union branch officers.

## **7 TIME OFF FOR HEALTH AND SAFETY REPRESENTATIVES**

7.1 Trade Unions are responsible for the appointment of health and safety representatives. The Organisation has the duty to permit safety representatives such reasonable time off with pay as necessary for the purposes of:

- Performing their functions under health and safety legislation;
- Undergoing such training as is reasonable
- Attending health and safety meetings at local, regional and national levels where appropriate and with prior agreement with management.

## **8 TIME OFF FOR LIFELONG LEARNING ADVISERS / UNION LEARNING REPRESENTATIVES**

8.1 Accredited lifelong learning advisers / learning representatives are entitled to take reasonable paid time off for the following specific purposes:

- 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 in relation to such activities;
- Preparation in relation to such activities;
- Undergoing training relevant to their functions as a ULR

It should be noted that trade union members have the right to reasonable UNPAID time off to avail themselves of the services of a

Union Learning Adviser/ Learning Representative, but can ask the Council to consider granting paid leave.

## **9 TIME OFF FOR TRADE UNION ACTIVITIES**

9.1 To ensure that workplace meetings are fully representative, paid time off for trade union representatives and members may be considered for the following, but it is agreed that requests for time off will not be unreasonably made or unreasonably refused.:

- Attending workplace meetings to discuss and vote on the outcome of negotiations;
- Meeting full-time officials to discuss issues relevant to the workplace;
- Conducting union elections.

9.2 BDC and the Unions also recognise that it is in the interests of the effective and democratic operation of the Unions that representatives or officials participate in other activities of the Trade union. Reasonable time off without pay during working hours will be granted for these purposes which may include:

- Participation, as a representative, in meetings of official policy making and consultative bodies of the Union such as regional meetings, annual conference etc. (NB BDC allows paid time off for one nominated representative to attend the annual conference).
- Representing the union on external bodies such as committees or working parties within the official union structure;
- Holding office on official bodies of the union;

The Unions will notify the Organisation at the beginning of each year of the anticipated calendar of such events wherever possible and the likely number of representatives who wish to attend.

## **10 TIME OFF FOR BRANCH CHAIRS AND SECRETARIES**

10.1 The Branch Chair and/or Secretary of UNISON will be allowed to take two days contractual employment time per week (two days in total if shared between officials) for the purpose of carrying out trade union duties. The Branch Chair and/or Secretary of UNITE will be allowed to take half a day's contractual employment time per week (half a day in total if shared between officials) for the purpose of carrying out trade union duties.

It is recognised that on occasion when there is a particularly high level of issues, it may be necessary to agree to additional paid facility time, either on a one-off or a longer term basis. Such cases will be subject to agreement between the appropriate Branch Secretary, the Joint

Assistant Director – Human Resources, and appropriate management. It is agreed that requests for time off will not be unreasonably made or unreasonably refused.

- 10.2 Facilities time for other union branch officers (in addition to existing entitlement to time off where those branch officers are also accredited representatives and/or are the Learning and/or Health and Safety Representative) will be subject to agreement between the appropriate Branch Secretary, the Assistant Director - Human Resources and appropriate management.
- 10.3 At the end of a period in office, the Branch Secretary shall:
- EITHER return to their substantive post subject to availability of the post, or subject to some other arrangement agreed either prior to or during the term of office;
- OR be redeployed under the Council's Redeployment Procedure,
- and shall be no better off nor worse off as a result of their period of office as Branch Secretary.
- 10.4 Representatives appointed as described in paragraph 5.1 will be given reasonable paid time off during normal working hours to carry out functions related to their responsibilities as representative.

## **11. SPECIAL ARRANGEMENTS FOR TIME OFF**

- 11.1 In the case of employees who work shifts or unsocial hours, the Council will allow reasonable time off for trade union duties and normally will make suitable arrangements when the duties fall outside their on-duty hours (see 11.2 – 11.5 below).
- 11.2 Where representatives attend meetings called by management, management will make every effort to ensure that the meetings take place at a mutually convenient time, and where this is not possible will try to facilitate the amending of rotas by agreement with the individual concerned.
- 11.3 When representatives, other than those on full-time secondment, attend meetings called by management during their normal working hours which extend beyond normal finishing time / the end of the flexitime band width, they will be paid at plain time rates. Where earnings vary with the work done, the amount will be calculated by reference to the average hourly earnings for the work they are employed to do.

- 11.4 Where representatives attend meetings called by management which occur in their off-duty time or on their day off, they will be reimbursed for the hours spent at the meetings at plain time rates.
- 11.5 If a meeting is to take place on the representative's day off or while the representative is not on duty and the proposals mentioned in 11.2 above are not possible, then an equivalent amount of time off in lieu will be given at a time agreeable to both parties, subject to the contingencies of the service. If it is impossible to arrange time in lieu then payment for this time will be made.
- 11.6 In the case of disabled representatives, the Council will allow additional time and facilities, if necessary, and make suitable arrangements to allow them to carry out their responsibilities.

## **12. PAYMENT FOR TIME OFF**

- 12.1 Where it is indicated that Trade Union representatives on recognised duties should receive paid time off, they will be paid either the amount they would have earned had they worked during the time taken or, where earnings vary with the work done, an amount calculated by reference to the average hourly earnings for the work they are employed to do. This amount will include average overtime payments where these are contractual.
- 12.2 Senior branch officers who spend the majority or whole of their contractual time on trade union duties will be entitled to the full package of pay and conditions which they would normally have received had they been working, including all allowances and any rights to professional training or registration.
- 12.3 Travelling and subsistence costs will be reimbursed to accredited representatives for periods of work approved in accordance with this agreement.

## **13. COVER AND BACKFILL**

- 13.1 During the approved absence of UNISON and UNITE workplace representatives carrying out their duties under this agreement, the Council will make every effort, where necessary, to provide alternative cover at the representative's workplace. However it is acknowledged that there may be rare occasions when suitable cover is not available, eg within the Leisure Services. In these circumstances discussion between the management and trade unions should take place with a view to arriving at a way forward, which may include rearranging the meeting, or the employee not being released.

- 13.2 Where major projects (such as, for example, single status) require sustained time off for workplace representatives, the project plan will take account of, and fully fund backfill, for the duration of the project. The Council and the unions will jointly agree the numbers of trade union representatives to be involved.

#### **14. TRAINING**

- 14.1 Reasonable time off with pay will be granted to attend training courses relevant to the official's duties at the workplace and which are approved by the TUC or the official's union.
- 14.2 This would include but is not limited to:
- initial basic training
  - training for changes in legislation
  - training for changes in structure or topics of negotiation
- 14.3 The Trade Unions will give as much advance notice as possible (preferably at least a few weeks) of course dates in writing to relevant line managers and co-operate in making arrangements to cover jobs during their absence on courses. Details of the course should be provided on request.
- 14.4 Where attendance at an approved course of training falls outside of an employee's normal hours, then this will be dealt with in accordance with the Council's general agreement on training.

#### **15. PROCEDURES**

- 15.1 Before taking time off, the accredited representatives must obtain the permission of their line manager, informing the manager of the general purpose of the time off, the intended location, the expected timing and the duration of time off required. The form attached at Appendix 1 should be used for this purpose.
- 15.2 Representatives will be required to complete and submit facility time recording sheets on a regular basis to the relevant Branch Secretary, who will forward the recording sheets to the appropriate manager.

#### **16. TRADE UNION FACILITIES**

- 16.1 The Council agrees to provide defined facilities to the Union representatives to enable them to discharge their duties including: provision of secure office space where appropriate; a notice board; access to confidential telephone, fax, internal mail, email, and intranet; reasonable use of equipment such as telephones, franking machines,

photocopiers and PCs; reasonable accommodation for meetings and trade union education, and reasonable access to administrative support.

**17. NO DETRIMENT**

- 17.1 Individuals will not be discriminated against during the course of their employment for membership of a trade union or activities as a trade union representative.

**18. DISPUTES**

- 18.1 The Council and Unions agree to make every effort to resolve disputes in relation to time off for trade union duties and activities.
- 18.2 Where permission to take time off is withheld, an explanation for the reason(s) will be given by the appropriate management representative.
- 18.3 If the Union official is dissatisfied with the decision, the matter may be referred to the Joint Assistant Director - HR.
- 18.4 If agreement cannot be reached, the matter may be referred to the Council UECC.
- 18.5 The Council recognises that individual union representatives have the right to take a claim to an Employment Tribunal if internal procedures fail to resolve a dispute related to time off for trade union duties.

**19. AMENDMENT OR TERMINATION OF AGREEMENT**

- 19.1 Either side may submit proposals in order to amend this agreement. Such proposals will be in writing to the sides concerned, and will be the subject of joint discussions.
- 19.2 Both sides agree to review this Agreement in twelve months, and annually thereafter.



**APPENDIX 2**

**APPLICATION FOR TIME OFF FOR TRADE UNION DUTIES AND ACTIVITIES**

I request \*paid/unpaid time off from work for the reason shown.

Name _____	Trade Union _____	
Date of Duties: _____	Location of Duties _____	
Purpose of Time Off: _____		
_____		
_____		
Time Start : _____	Time Finish if known: _____	Total Time: _____
Signature: _____	Date: _____	

\* delete as appropriate

\_\_\_\_\_  
Approved/Not Approved\*

Reason Not Approved

This form should be given to your Service Manager to give the maximum possible notice and if possible at least 14 days prior to the date on which time-off is requested. In the case of a union training course 21 days prior notice must be given, and your Service Manager will provide a response at least 10 days prior to commencement of the course. A copy of the form will be returned to you. **This form cannot be authorised by another union member.**