

TIME OFF AND FACILITIES AGREEMENT

Between
Harborough District Council
Adam & Eve Street, Market Harborough, Leicestershire LE16 7AG

and

UNISON Harborough District Branch
Adam & Eve Street, Market Harborough, Leicestershire LE16 7AG

1. DEFINITION OF TERMS

In this Agreement:-

The Organisation - refers to the employer Harborough District Council

The Union refers to the Harborough District Branch of UNISON

Staff refers to all employees of the Organisation

2. COMMENCEMENT DATE

This Agreement commences on 1st July 2011

3. INTRODUCTION

3.1 The Organisation 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 union. Furthermore all sides believe that a truly representative and effective union will enhance workforce employee relations.

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 sets out these provisions as agreed by the Trade Union and the Organisation in this respect.

4. REPRESENTATION

4.1 The provisions of this agreement shall apply to accredited/certified representatives of the Trade Union, who have been duly elected or appointed in accordance with the rules of the Trade Union.

4.2 The officially recognised UNISON positions within the Organisation are:

Branch Chair

Branch Secretary

Two additional representatives who may also deputise for the above as required.

- 4.3 The Trade Union will determine, in agreement with the Organisation, the appropriate number of representatives to be appointed, having regard for the size and location of its membership. The Union agrees to formally inform the Organisation in writing of the names of all elected representatives at the earliest possible opportunity and to notify the Organisation of any subsequent changes. Persons whose names have been notified to the Organisation shall be the sole representatives of the UNISON membership.

5. TIME OFF FOR GENERAL TRADE UNION REPRESENTATION

- 5.1 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, activities and the time required to carry them out. It is agreed that requests for time off will not be unreasonably refused.
- 5.2 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. Aside from attendance at meetings required by the Organisation, including Health and Safety Meetings, weekly updates, employee relations meeting etc, it is anticipated that one hour per week would be sufficient to cover any other eventualities relating to:
- 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.
 - machinery for negotiation or consultation and other procedures; procedures for collective bargaining, disputes, joint consultation, communicating with members and other trade union branch officers.

Any additional time off would need the express authorisation of the HR Manager and this would always be subject to maintaining service levels and operational efficiency. It is recognised however, that, through necessity, there will also be peaks of activity from time to time and permission for such additional time off will not be unreasonably withheld. It is further noted that the Organisation will not permit time off for the furtherance of industrial action.

6. THE FUNCTION OF REPRESENTATIVES AND OFFICIALS

- 6.1 The Organisation and the Union recognise that the industrial relations functions of representatives and officials are important duties in additions

to their duties as employees of the Organisation. Their functions and responsibilities are as follows:

- To be responsible to and for a group of members;
- To undertake industrial relation duties operating within the policies of the Union. Issues may include members' grievances, discipline, learning, health and safety, equal opportunities, service conditions, and any matter listed in [section 5.2] of this Agreement
- To seek full Trade Union membership amongst all employees of the Organisation.
- To communicate with members and, to communicate with Management, with the Joint Negotiating bodies and with the relevant Union bodies.
- To represent the Union in the joint negotiating and joint consultative machinery at local, regional and national level.
- To meet with other representatives, officials or full-time Union Officers on matters covered by this Agreement.
- To attend meetings of the Trade Union of which the person is a representative or of which he/she is an official, (such as Branch or Branch Committee Meetings).
- To seek to ensure that agreements are adhered to.
- To organise meetings of members during working hours in accordance with the ACAS
- Code of Practice and any prevailing local agreements.

7. TIME OFF FOR HEALTH AND SAFETY REPRESENTATIVES

The Trade Union is responsible for the appointment of health and safety representatives. The Organisation has the duty to permit safety representatives such 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 on local, regional and national levels where appropriate.

8. TIME OFF FOR UNISON LIFE LONG LEARNING ADVISORS/UNION LEARNING REPRESENTATIVES

Accredited UNISON Life Long Learning Advisors/Learning Representatives are entitled to take time 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 relevant training.

9. TIME OFF FOR TRADE UNION ACTIVITIES

9.1 It is usual for members to attend general union meetings in their own time – usually lunch time but in certain circumstances, to be agreed with the HR Manager, to ensure that workplace meetings are fully representative, paid time off for trade union representatives and members may be considered in the following circumstances:

- 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 Whilst there is no statutory right to time off to attend conferences and similar events, the Organisation and Union feel it is reasonable to for the following to apply, dependent upon the needs of the service:

- National Conferences: One accredited representative
- Regional Conferences: One accredited representative
- The Union 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 may wish to attend.

10. SPECIAL ARRANGEMENTS FOR TIME OFF

10.1 In the case of employees who work shifts, unsocial hours, flexi time or working from home the Organisation will allow reasonable time off for trade union duties and normally will make suitable arrangements when the duties fall outside their on-duty hours.

10.2 Where representatives attend meetings called by management, management will always try to ensure that the meetings take place while the appropriate representatives are on duty, either by adjusting dates of meetings, amending rotas where possible by agreement with the individual concerned.

10.3 When representatives, other than those with full-time secondment, attend meetings called by management during their normal working hours which extend beyond normal finishing time, they will be allowed time off in lieu for the additional hours worked.

10.4(a) Where representatives attend meetings called by management which occur in their off duty time, they will be reimbursed for the hours spent at the meetings at plain time rates.

10.4(b) If a meeting is to take place on the representative's day off or while the representative is not on duty and [11.2] above is 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.

- 10.5 In the case of disabled representatives, the Organisation will allow additional time and facilities, if necessary, and make suitable arrangements and reasonable adjustments to allow them to carry out their responsibilities.

11. TRAINING

- 11.1 Reasonable time with pay will be granted to attend training courses approved by the TUC or UNISON. The Organisation supports the need for newly appointed trade union officials to be granted reasonable time off for initial training in basic representational skills as soon as possible after his or her appointment. Following this further reasonable time should be considered:

- For further training, particularly where the official has special responsibilities
- To deal with changes in the structure or topics of negotiation, or where significant changes in the organisation of work are contemplated;
- Where legislative changes affect the conduct of employee relations.

- 11.2 The Trade Union must give adequate advance notice (usually a minimum of three weeks) of course dates in writing to relevant line-mangers and co-operate in making arrangements to cover jobs during the absence of Representatives on courses. Details of the course should be provided, upon request.

12. PROCEDURES

- 12.1 Before taking time off, the accredited/certified representatives must obtain the permission of their manager, informing the manager of the general purpose of the time off, the intended location, the expected timing and duration of time off required.
- 12.2 The Organisation will ensure that management at all levels are familiar with agreements and arrangements relating to this agreement.

13. TRADE UNION FACILITIES

The Organisation agrees to provide defined facilities to the Union representatives to enable them to discharge their duties including: provision of secure office space; a notice board; access to confidential telephone, fax, internal mail and email; reasonable use of equipment such as telephones, franking machines, photocopiers, and PC's; reasonable accommodation for meetings and trade union education, and reasonable access to administrative support and secretarial services.

14. NO DETRIMENT

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

15. DISPUTES

15.1 The Organisation and the Union agree to make every effort to resolve disputes in relation to time off for trade union duties and activities.

15.2 Where permission to take time off is withheld, an explanation for the reason(s) will be given by the appropriate representative of management.

15.3 If the UNISON official is dissatisfied with the decision, the matter may be referred to the Head of Service or Chief Executive.

15.4 If agreement cannot be reached, the matter may be referred to the Employee Relations Group.

15.5 The Organisation 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.

16. AMENDMENT OR TERMINATION OF AGREEMENT

Either party may submit proposals in order to amend this agreement. Such proposals will be in writing to the parties concerned and will be the subject of joint discussions. Both parties agree to review this Agreement in twelve months and annually thereafter.

Signed *Anna Waver*

Chief Executive Harbourough District Council

Date *22 June 2011*

Signed *[Signature]*
Branch Secretary - UNISON Harbourough District.

Date *23/6/11*