

Appendix 2



UNISON TIME OFF AND FACILITIES AGREEMENT

between

Broadland District Council
Thorpe Lodge
Yarmouth Road
Thorpe St Andrew
Norwich
NR7 0DU

South Norfolk Council
South Norfolk House
Cygnet Court
Long Stratton
Norwich
NR15 2XE

and

UNISON
130 Euston Road
London
NW1 2AY

1 DEFINITION OF TERMS

In this Agreement:-

The Organisations - refers to Broadland District Council and South Norfolk Council

The Union refers to the Yare Valley Branch of UNISON

Staff refers to all employees of the Organisations

2 COMMENCEMENT DATE

This Agreement commences on 1st January 2019

3 INTRODUCTION

- 3.1 The Organisations support 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 - 170) 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 Organisations in this respect.

4 REPRESENTATION

- 4.1 The provisions of this agreement shall apply to accredited representatives of the Union, who have been duly elected or appointed in accordance with the rules of the Union.
- 4.2 The Union will determine the appropriate number of representatives they wish to appoint, having regard for the size and location of its membership. The Union agrees to inform the Organisations in writing of the names of all elected representatives at the earliest possible opportunity and to notify the Organisations of any subsequent changes. Persons whose names have been notified to the Organisations shall be the sole representatives of the UNISON membership.
- 4.3 The union will issue written credentials and notify the Organisations of the number and location of constituencies for which each representative will be responsible.

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 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:
 - terms and conditions of employment, including physical working conditions;
 - engagement, termination, transfer or suspension 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.

6 THE FUNCTION OF REPRESENTATIVES AND OFFICIALS

6.1 The Organisations 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 Organisations. 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 promote Trade Union membership amongst all employees of the Organisations;
- To communicate with members and to communicate with Management, 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

7.1 The trade union is responsible for the appointment of health and safety representatives. The Organisations have 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

8.1 Accredited UNISON Life Long Learning Advisors/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 relevant training.

9 TIME OFF FOR INFORMATION AND CONSULTATION REPRESENTATIVES

9.1 Information and Consultation representatives, where they exist, are entitled to take reasonable paid time off during working hours for the following reasons:

- Performing their functions as such a representative, including preparing for meetings and consulting with their constituency;
- Undergoing relevant training.

9.2 Information and Consultation representatives shall not be subject to detriment or dismissal for actions related to their conduct as a representative.

9.3 These rights also apply to Information and Consultation representatives who are not union members, should they be elected or appointed.

10 TIME OFF FOR TRADE UNION ACTIVITIES

10.1 To ensure that workplace meetings are fully representative, paid time off for trade union representatives and members may be considered for:

- 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.

10.2 The Organisations and Union 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 Union. Reasonable time off during working hours will be granted for these purposes which may include:

- Participation, as a representative, in the following meetings of official policy making and consultative bodies of the Union:

Name of Meeting	Number of delegates	Frequency	Total number of working days
Regional Local Government Committee	1	5 times per year	5
Regional Council	2	4 times per year	8
Local government Conference	Up to 2	Annually	2
National Delegate Conference	Up to 2	Annually	8
Total number of working days			23

Subject to the approval of the Managing Director, reasonable time off during working hours will be granted with pay for the following, where there is a clear benefit to the business of the Organisations:

- 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 Union will notify the Organisations at the beginning of each year of the anticipated calendar of such events wherever possible and the likely number of representatives who will be required to attend.

11 TIME OFF FOR BRANCH SECRETARIES AND SENIOR REPRESENTATIVES OF UNISON

- 11.1 The Branch Secretary of UNISON, or recognised deputy undertaking this role, will be allowed to spend up to 15 hours per week on trade union duties.¹
- 11.2 Additional facilities time for the Branch Secretary and/or other Unison Branch Officers (in addition to existing entitlement to time off where those Branch Officers are also accredited representatives) will be subject to agreement between the Branch Secretary and the Managing Director.
- 11.3 At the end of a period in office, the Branch Secretary shall:
- 11.3.1 EITHER return to their substantive posts subject to: some other arrangement agreed either prior to or during a term in office: and the availability of the post, e.g. in circumstances where their work area has been restructured, in which case prior consultation will have taken place.
- 11.3.2 OR: be redeployed to some other suitable post.
- 11.4 Representatives appointed as described in paragraph [4.1] will be given reasonable paid time off during normal working hours to carry out functions related to their representational responsibilities.

12 SPECIAL ARRANGEMENTS FOR TIME OFF

- 12.1 In the case of employees who work shifts or unsocial hours, the Organisations will allow reasonable time off for trade union duties and normally will make suitable arrangements when the duties fall outside their on-duty hours.
- 12.2 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.
- 12.3 When representatives, other than those with secondment, attend meetings called by management during their normal working hours which extend beyond normal finishing time, they will be paid at plain time rates for the additional hours worked, except that, where earnings vary with the work done, the amount will be calculated by reference to

¹ To be reviewed at the end of the organisational transition

the average hourly earnings for the work they are employed to do, including average bonus or contractual overtime payments.

- 12.4 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.
- 12.5 In the case of disabled representatives, the Organisations will allow additional time and facilities, if necessary, and make suitable arrangements to allow them to carry out their responsibilities.

13 TIME OFF FOLLOWING TRANSFERS OF EMPLOYMENT

- 13.1 Where a transfer of staff takes place through contracting out or internally to wholly owned subsidiaries, proportionate time off arrangements will be retained to allow representation of affected staff.

14 PAYMENT FOR TIME OFF

- 14.1 Trade Union representatives engaged on recognised duties as indicated above, 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 bonus or overtime payments where these are contractual.
- 14.2 Senior branch officers who spend the whole or part 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.
- 14.3 Travelling and subsistence costs will be reimbursed to accredited representatives for periods of work approved in accordance with this agreement as follows:
 - 14.3.1. Where the meeting is instigated by the Organisations, the employing Council will reimburse the travel and subsistence according to the individual representative's contract of employment;
 - 14.3.2. Where the meeting is instigated by the Union, the Branch will reimburse the travel and subsistence costs in accordance with UNISON's national guidance on expenses.

15 COVER AND BACKFILL

- 15.1 During the approved absence of UNISON workplace representatives carrying out their duties under this agreement, the Organisations will endeavour, wherever necessary, to provide alternative cover at the representative's workplace. In line with the ACAS

code on time off for trade union duties, alternatives shall include the allocation of duties to other employees, rearranging work to a different time or a reduction in workloads.

- 15.2 Where major projects [such as Agenda for Change in the NHS or Single Status in local government] require sustained time off for workplace reps, the project plan will take account of and fully fund backfill for the duration of the project to ensure that representatives can direct the full weight of their expertise throughout the process. The Organisations and the union will jointly agree the numbers of trade union representatives involved in each aspect of work and allow sufficient funds to be made available to facilitate the work as part of the project plan.

16 TRAINING

- 16.1 Reasonable time off with pay will be granted to attend training courses approved by the TUC or UNISON. The Organisations support 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 in order to gain ERA accreditation and for all trade union officials to complete their ERA re-accreditation every five years.

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.
- 16.2 The Branch Secretary and/or Education Coordinator will oversee the training available for accredited representatives to perform their roles effectively. Due consideration will be given to the positive impact will have on the business of the Organisations.
- 16.3 The Trade Unions must give adequate advance notice 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.
- 16.4 Part-time employees who are required to attend recognised training courses as detailed above will be paid for the whole of their attendance time, even if it exceeds their normal working hours.

17 PROCEDURES

- 17.1 Before taking time off, the accredited 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.

- 17.2 Representatives will be required to complete and submit facility time-recording sheets on a regular basis to the Branch Secretary who will forward information to the appropriate HR office to fulfil the requirements of the Local Government Transparency Code and the Trade Union (Facilities Time Publication Requirements) Regulations 2017.
- 17.3 The employer will ensure that management at all levels are familiar with agreements and arrangements relating to this agreement.

18 TRADE UNION FACILITIES

- 18.1 The Organisations agree 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 PCs; reasonable accommodation for meetings and trade union education, and reasonable access to administrative support and secretarial services.

19 NO DETRIMENT AND CONFIDENTIALITY

- 19.1 Individuals will not be discriminated against during the course of their employment for membership of a trade union or activities as a union representative.
- 19.2 In line with the ACAS code on time off for trade union duties, the Organisations will respect the confidential and sensitive nature of communications between union representatives and unions members. There shall be no monitoring of union emails other than in a highly exceptional circumstance, as defined by the Information Commissioner. If the Organisations believe such exceptional circumstances apply, there reasons shall be set out to union reps for their consideration.

20 DISPUTES

- 20.1 The Organisations and the Union agree to make every effort to resolve disputes in relation to time off for trade union duties and activities.
- 20.2 Where permission to take time off is withheld, an explanation for the reason(s) will be given by the appropriate representative of management.
- 20.3 If the UNISON official is dissatisfied with the decision, the matter may be referred to the Managing Director.

- 20.4 If agreement cannot be reached, the matter may be referred to the UNISON Eastern Regional Office.
- 20.5 The Organisations recognise 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.

21 REPORTING

- 21.1 Reporting and collection of facility time data will be limited solely to those details required under section 13 (3) of the Trade Union Act;
- 21.2 The Organisations will ensure confidentiality for union reps in publication of pay bill information by avoiding the naming of individual reps and applying the provisions of section 4 (3) of the Trade Union (Facility Time Publication Requirements) Regulations 2017 for substituting notional hourly rates for actual hourly rates where an individual might be identified if the actual hourly rates were published.
- 21.3 Alongside any publication of facility time costs, the Organisations will state its support for facility time and the net cost benefits it generates for taxpayers as follows:
- Facility time is a vital part of ensuring good employment relations.
 - Independent studies have found facility time to play a key role in resolving conflict before issues escalate into more serious and costly problems, as well as ensuring necessary changes to operations are managed efficiently²
 - Research has shown that for every £1 spent on trade union facility time taxpayers receive £2.31 back in savings³ and employee representatives in the workplace result in⁴:
 - 13,000 to 25,000 fewer dismissals each year across the UK, creating a benefit of £107m to £213m for employers.
 - 17,000 to 34,000 fewer voluntary 'exits', worth a saving of £72m to £143m to employers
 - 8,000 to 13,000 fewer injuries, equivalent to 161,000 to 241,000 fewer working days lost. Benefits range from £136m to £371m to society.
 - 3,000 to 8,000 fewer cases of work related illness equivalent to 125,000 to 375,000 fewer working days lost. Benefits range from £45m to £207m to society.

² NatCen, The Value of Trade Union Facility Time, June 2012

³ Professor Gregor Gall, University of Bradford, The Benefits of Paid Time Off for Trade Union Representatives, February 2016

⁴ TUC, Facility Time for Union Reps - Separating Fact from Fiction, June 2012

22 AMENDMENT OR TERMINATION OF AGREEMENT

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