



Appendix 1

TRADE UNION FACILITIES AGREEMENT 2014/15

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Approvals Creation and Major Change

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| Name | Title | Approved |
|------|-------|----------|
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Approval Path

Major Change

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Action

Submission
Sponsor
Consultative Group

Minor Change

Christie Tims
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Action

Submission
Consultative Group
Delegated Approval

Document Review Plans

This document is subject to a scheduled annual review. Updates shall be made in accordance with business requirements and changes and will be with agreement with the document owner.

Where this document is subject to a Major Change the Trade Union Liaison Group (TULG) are consulted as an advisory body.

Distribution

The document will be available through NETConsent and will also be available on the Intranet and paper based copies.

Security Classification

This document is classified as SEC 1 Routine with access restricted to Tamworth Borough Council Staff and business partners.

TAMWORTH BOROUGH COUNCIL

TRADE UNION FACILITIES AGREEMENT

Introduction

Tamworth Borough Council and the recognised Trade Unions acknowledge the importance of positive and constructive employee relations in achieving high levels of service to the people of Tamworth. This agreement sets out the framework within which employee relations matters will be managed. The agreement is made with reference to both the ACAS Code of Practice on Time Off for Trade Union Duties and Activities as well as approved purposes as defined in section 178 (2) of the Trade Union and Labour Relations Consolidations Act 1992 and section 43 of the Employment Act 2002 and in line with the Local Authorities (Data Transparency) Code 2013.

Summary

The Council and the signatory Trades Unions acknowledge joint responsibility for good industrial relations and a well-ordered system of negotiation, consultation and co-operation in matters of mutual benefit to all parties.

This agreement seeks to ensure effective arrangements by providing facilities and release from duties for those agreed Accredited Representatives who have a corporate responsibility to the Council and their Trades Union Members.

In making this agreement the Council emphasises the value of providing facilities and demonstrates a commitment to partnership working.

Objectives

- To promote effective industrial relations between the Council and its recognised trade unions.
- To support the swift resolution of issues between managers and employees.
- To ensure that all parties are aware of the arrangements applying to time off and Trade Union Officials facilities.
- To make the most effective use of officers' and Trade Union Representatives' time by resolving problems wherever possible at the lowest level of representation.
- To enable and promote partnership working for the benefit of the community and employees.

Parties to this agreement

The signatory parties to this agreement are Tamworth Borough Council, UNISON, GMB and TGWU. These trade unions are recognised by Tamworth Borough Council for collective bargaining purposes.

Industrial Relations Matters

Industrial relations matters under the terms of this agreement are those that are defined as:-

1. Joint negotiation and consultation between the Council and recognised Trades Unions that are of a corporate or directorate nature, affecting the employees of the Council.
2. Joint meetings between the Trades Unions and the Council on a formal or agreed informal basis.
3. Meetings for preparation prior to joint meetings between the Council and the Trade Unions including meetings with Regional Officers.
4. Approved purpose as defined in Section 178 (2) of the Trade Union and Labour Relations (Consolidation) Act 1992.
5. Local Joint Trades Unions meetings arranged to discuss matters covered under this agreement.
6. Meetings arranged in accordance with the Code of Practice on Handling Workforce Matters.

Other Trade Union Duties

It is recognised that Trades Union duties are wide and varied. For the purposes of this document they are regarded as issues which are the sole responsibility of the Trades Unions and outside the authority of the Council. For example this may include arranging social activities, branch administration and Membership benefits. In these cases the work should be completed outside of normal working hours unless prior approval is given.

Definition of Accredited Representatives

An Accredited Representative for the purpose of this agreement is:-

1. Elected Trade Union Branch Officials
2. Elected Shop Stewards
3. Union learning representatives & Safety representatives
4. Any other holder of a Trade Union post agreed jointly between the Head of Organisational Development and the Union.

The duties of accredited representatives are detailed at appendix 1.

Entitlement to Approved Release and Facilities

The accepted purposes for which facilities and for which release without loss of normal pay will be given to Accredited Representatives are given below.

1. Participation in corporate policy and planning issues and directorate/service negotiations.
2. Collective bargaining with officers on Conditions of Service and Employment. This includes the Joint Negotiating Committee, Trades Union Liaison Group, directorate meetings, and health and safety committees.
3. To deal with matters of Grievance of Dispute Procedures agreed between the Trades Unions and the Council.
4. To deal with the matters of a Grading Appeal nature.
5. Representation of members on matters of a disciplinary or grievance nature in accordance with the Council's current procedures.
6. To undertake duties connected with training of Trades Union Representatives.
7. Attendance at National Conference as a delegate subject to confirmation from the Director of Transformation & Corporate Performance.
8. Attendance at Trades Union Congress as a delegate.
9. Meetings with new employees of the Council to explain the role of the Union at the Council's corporate induction programme.
10. To represent the interest of their members either individually or collectively
11. To deal with aspects of health and safety at work.

12. West Midlands Joint Trade Unions' Shop Stewards' Committee

13. Regional Committees and forums.

All periods of paid time granted should be recorded as Trade Union duties in the individual's time recording record (ie Tensor). Such records will be subject to an annual report produced under the Local Authorities (Data Transparency) Code 2013, where information will be anonymised but available for public scrutiny.

Additional Release

In addition, release without loss of pay may be given by specific arrangement with the Director of Transformation and Corporate Performance to enable Accredited Representatives to carry out specific agreed functions that will, from time to time, occur or where special responsibilities or special circumstances necessitate a training need or additional workloads not defined within the terms of this agreement. Consideration will be given to the impact on service delivery and other operational requirements when seeking or agreeing arrangements for time off. *Again these must be recorded and will be subject to an annual report.*

Release from duty for National or Regional purposes

Full leave without loss of pay will be given subject to the requirements of the service as follows:-

1. National/regional responsibility – during the period of office for positions of National/regional President or other Senior National/regional positions
2. Members of National Executive Committee – subject to negotiation on details
3. Other National Committees – subject to negotiation on details
4. National Training Courses – subject to negotiation on details

These must be recorded as Trade Union Duties.

Authorisation for time off

Chairperson/Branch Secretary (UNISON)

With the current trade union membership, it is proposed that an official from UNISON (currently Branch Secretary) should be permitted up to 2 days per week to undertake trades union duties subject to the approval of the Chief Executive. A list of these duties that will be undertaken during this time are attached at the end of this section.

UNISON will inform the Director of Transformation and Corporate Performance on an annual basis who will undertake this role and ensure that the person is fully trained in the duties and is a recognised accredited representative.

In the event that either;
UNISON no longer has the largest membership *and/or*
UNISON members fall below 40% of the workforce,

This arrangement will be reviewed in consultation with all the Trades Unions.

All Trades Unions

In addition to the facilities outlined above, other Trade Union officials and members requesting time off to pursue their industrial relations duties or activities should provide their Director/Line Manager with as much notice as possible and give details of:

- the purpose of the time off,
- the intended location,
- the timing and duration of time off required.

Training requests

Any requests for training of any officials of a trade union should be made in writing to the Director of Transformation and Corporate Performance and include the following;

- Details of the training to be undertaken and that it will be undertaken within a 6 month period.
- *At the end of the training the official will be able to undertake the identified role.*
- *Give at least 2 weeks' notice of nominations for training courses.*
- *Provide a copy of the syllabus or prospectus indicating the contents of the course.*

Consideration for time off

When deciding whether requests for paid time off are granted, consideration should be given as to the reasonableness of the request in relation to the needs of the particular service. Similarly, managers and Unions should seek to agree a mutually convenient time that minimises the effect on service provision. Where workplace meetings are requested, consideration should be given to holding them, for example:

- towards the end of a shift or the working day
- before or after a meal break

Managers need to consider each application for time off on its merits; they might also need to consider the reasonableness of the request in relation to agreed time off already taken or in prospect. It may be necessary to ask for alternative union representatives to be available to employees, in the event that absence of a preferred representative is likely to have a major impact on work.

TRADE UNION TIME OFF & FACILITES AGREEMENT

| ORGANISATION | TITLE | AMOUNT |
|--------------|--|--|
| UNISON | Secretary | Up to 2 days per week (see section above) |
| All unions | Treasurers Health & Safety Representatives | Up to ½ day per week Reasonable release by agreement |
| All unions | Chairperson | Reasonable release by agreement |
| All unions | Union Learning Representatives | As per agreement |

Industrial action

Where an official is not taking part in industrial action, but represents members who are involved, normal arrangements for time off with pay should apply. However, there is no right to time off for trade union activities which, themselves, consist of industrial action.

Right to appeal

Trade Union members or representatives who feel they have been unfairly denied time off are entitled to pursue their complaint through the Council's Grievance Procedure. Where the grievance remains unresolved, trade union officials or members have a right to complain to an employment tribunal that their employer has failed to allow reasonable time off.

Entitlement to Other Facilities

The facilities to be granted to Accredited Representatives will be:-

1. Arrangements to enable Accredited Representatives to carry out their responsibilities and for permission to be obtained to leave their place of work to perform the functions expected of an Accredited Representative.
2. The provision of lists of new starters to all the recognised Trades Union.
3. Arrangements for the use of the Council premises for authorised meetings of the union and personal counselling (by arrangement with the Head of Organisational Development).
4. Use of the Council's distribution system for the purposes of official communications to members, where the content is of an Industrial Relations nature, subject to the provisions of the e-mail and Internet policy and the Data Protection Act. It is expected that any use of council facilities will follow local procedures and not in any way cause disruption to any service or affect electronic communications. Excessive or inappropriate use of such facilities would result in this facility being withdrawn.
5. The provision of suitable office accommodation when required for union duties at Marmion House and the Sandy Way Depot. If Council activities are transferred to other sites a suitable equivalent office facility will be provided where possible.
6. Arrangements for the deduction of membership subscriptions at source for Council employees.

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7. Notice board facilities to be provided which will have the name of the union inscribed on the board or boards. Wherever possible multi-union boards will be used.
 8. Reasonable use of a telephone will be permitted without hindrance. The use of telephones for local rate calls will be without charge. National rate calls will be paid for by the union.
 9. The use, where available and as necessary, of typing, duplicating and photocopying equipment for essential union work of an industrial relations nature providing this does not interfere with Council work and the costs are not excessive.
 10. Access to documents and articles appertaining to industrial relations activity i.e. Conditions of Service Manuals which apply to the union membership.
 11. Facility to post key union details and items of interest on the Council's intranet site.

General

In order to promote good communication and up to date records, the union undertakes to:-

As soon as practicable after their election, to notify the Head of Organisational Development of newly elected Accredited Representatives.

The union will endeavour to ensure their Accredited Representatives fully understand the extent of their role, responsibilities and functions within their area or within the Council as a whole. To assist in this process the Council will continue to provide paid time off for agreed training.

Duration

This Agreement will be reviewed and revised at any time by either party by reference to Appointments & Staffing Committee.

Tamworth Borough Council recognises that during the next 12 months, the Authority will undergo a high degree of organisational change and development and as such agree that TU representatives will be required to support their members with the transition.

It is recognised therefore that time off for TU branch secretaries may well exceed the requirements of this Agreement.

At this time, TBC will afford TU Branch secretaries additional time to carry out Trade Union duties. Time away from "the workplace" will be monitored and this agreement will be reviewed.

Duties – Corporate Representative

1. Participate in corporate consultation and negotiation procedures.
2. Assist Representatives in resolving industrial relations problems where normal procedures have been exhausted or where there are significant cross-service implications.
3. Communicate effectively to the various parties and groups concerned, the wishes and views of trade union members.
4. Co-ordinate the work of representatives providing advice and leadership on industrial relations. Brief representatives on corporate developments and negotiations.
5. Provide cover for representatives as appropriate.
6. Be responsible for maintaining accurate lists of accredited trade union representatives.
7. Inform the Head of Organisational Development of any potential IR problems as necessary

Duties – Local Representative

1. To undertake negotiations at a local level and refer problems to the corporate representative where he/she is unable to resolve issues at that level.
2. Identify and refer to corporate representatives any problems associated with local industrial relations and procedures.
3. Inform the Corporate Accredited Representative of any service issues which may have corporate implications.
4. Communicate effectively to the various parties and groups concerned the wishes and views of trade union members.

Terms of Reference - Trade Union Liaison Group Meetings

- To seek a union perspective on policy issues that can be approved at an officer level subject to the scheme of delegation
- To seek comments and formal minuted agreement on policies and issues to be taken forward for member approval.
- To receive representations in writing from trade unions on any issues not resolved at a local level
- To consider any other relevant matter referred to it by Corporate Management Team, elected members (e.g. members of the Appointments and Staffing Committee) or by the Unions' representatives, except that commercially sensitive matters shall be excluded

Equality Impact Assessment

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|---|--|-----|----------------|
| Is this a new or existing policy? | | EXS | |
| 1. Briefly describe the aims, objectives and purpose of the policy? | To clarify provisions and responsibilities of those carryout trade union duties at the Authority | | |
| 2. Are there any associated policy/ procedure/ practice which should be considered whilst carrying out this equality impact assessment? | Trade Union procedures | | |
| 3. Who is intended to benefit from this policy and in what way? | Trade Union representatives and their managers to have a clear understanding of their role, responsibility and facilities available to them. | | |
| 4. What are the desired outcomes from this policy? | Consistent recording of time spent on union duties, notification of appointed officers | | |
| 5. What factors/ forces could contribute/ detract from the outcomes? | Inconsistent application | | |
| 6. Who are the main stakeholders in relation to the policy? | Trade Union Representatives Managers of TU reps Human Resources Team | | |
| 7. Which individuals/ groups have been/ will be consulted with on this policy? | Trades Unions CMT | | |
| 8. Are there concerns that the policy <u>could</u> have a differential impact on racial groups? | | N | Please explain |
| 9. Are there concerns that the policy/ procedure/ practice <u>could</u> have a differential impact due to gender? | | N | Please explain |
| 10. Are there concerns that the policy <u>could</u> have a differential impact due to them being transgender or transsexual? | | N | Please explain |
| 11. Are there concerns that the policy <u>could</u> have a differential impact due to disability? | | N | Please explain |
| 12. Are there concerns that the policy <u>could</u> have a differential impact due to sexual orientation? | | N | Please explain |
| 13. Are there concerns that the policy <u>could</u> have a differential impact due to age? | | N | Please explain |
| 14. Are there concerns that the policy <u>could</u> have a differential impact due to religious belief? | | N | Please explain |
| 15. Are there concerns that the policy <u>could</u> have a differential impact on Gypsies/ Travellers? | | N | Please explain |
| 16. Are there concerns that the policy <u>could</u> have a differential impact due to dependant/caring | | N | Please explain |

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| responsibilities? | | | |
| 17. Are there concerns that the policy <u>could</u> have a differential impact due to them having an offending past? | | N | Please explain |
| 18. Are there concerns that the policy could have an impact on children or vulnerable adults? | | N | Please explain |
| 19. Does any of the differential impact identified cut across the equality strands (e.g. elder BME groups)? | | N | Please explain |
| 20. Could the differential impact identified in 8 – 19 amount to there being the potential for adverse impact in this policy/ procedure/ practice? | | N | Please explain |
| 21. Can this adverse impact be justified: <ul style="list-style-type: none"> • on the grounds of promoting equality of opportunity for one group? • For any other reason? | | | |
| 22. As a result of carrying out the equality impact assessment is there a requirement for further consultation? | | N | Please explain |
| 23. As a result of this EIA should this policy be recommended for implementation in it's current state? | Y | | Please explain |

