

Policy – Time Off and Facilities Agreement

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Version control

This document is subject to regular review due to legislative and policy changes. The latest versions of all our publications can be found on our website. Before contacting us about the content of this document, we recommend that you refer to the most recent version on the website and any relevant guidance.

Version	Date approved	Approved by	Notes / changes
v1.0	2012	CR	New agreement
v2.0	25/04/18	Andrea Malam	Reformatting
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Between

DENBIGHSHIRE COUNTY COUNCIL

and

[Name of Union]

1. Definition of terms

In this Agreement:

The Organisation Denbighshire County Council The Union [Name of Union]

2. Commencement date

This Agreement commences on [date]

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 unions. 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 of provision for employees to be given the right for time off under various circumstances. The following sets out these provisions as agreed by the Unions and the Organisation in this respect.
- 3.4 This document supports the appropriate National Terms and Conditions applicable to the authority's employees.

4. Representation

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

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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 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 Union membership.

5. General facilities

- 5.1 The council will provide the Branch Secretary/Union Officer with a relevant list of new employees and leavers once per month.
- 5.2 The council will provide reasonable facilities for Branch Representatives to explain the advantages of Trade Union membership to such new entrants.
- 5.3 Branch Officials/Stewards/Representatives may use the Council's internal mailing system for despatch of internal mail. In doing so, the Council's deadlines must be conformed to in accordance with timescales laid down. The despatch of all external mail is the responsibility of the Trade Union.
- 5.4 The Council may provide suitable lockable office accommodation with space for office furniture and provision of a telephone. Also suitable accommodation within the administrative centres may be provided for meetings free of charge, where practicable and where available.
- 5.5 Branch Officials/Stewards/Representatives may have the use of designated notice boards and the use of the internal telephone system and lotus notes for Union matters. Where a cost is involved in the use of the telephone, i.e. between Council establishments, then calls must be authorised and logged. All calls outside Denbighshire County Council and those to Union headquarters must be paid for through the call logging system.
- 5.6 Branch Officials/Stewards/Representatives may use the Council printing facilities and will be charged the full economic rate for such facilities. Photocopying must be logged and paid for at the appropriate rate.
- 5.7 The Branch Secretary will provide the Council with a list of all Branch Officials/Stewards/Representatives and the areas that they are responsible for.

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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, activities and time required to carry them out. It is agreed that requests for time off will not be unreasonably refused.
- 6.2** Representatives will be permitted reasonable paid time off during working hours to carry out duties for one or more Union roles that are concerned with any aspect of collective bargaining and representation of individual members.
- 6.3** Trade Union Duties are concerned with negotiations with the employer about matters which fall within section 178(2) of the Trade Union and Labour Relations (Consolidation) Act 1992 (TULR(C)A) and any other functions on behalf of employees of the employer which the employer has agreed the Union may perform. Such matters may include:
- 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 officers.
- 6.4** Branch Officials and stewards will normally be granted, if time off is necessary, up to 100 annualised hours per year to carry out any recognised Trade Union duties as defined in [6.3] above. This allocation is not an entitlement to be taken irrespective of need and will be subject to authorisation by the appropriate Head of Service or Head Teacher. This will be pro rated based on their contractual hours of

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- 6.5 work for part time employees, and for school based representatives to reflect the school academic year.
- 6.6 Branch Officials will be allowed reasonable time off with pay for attendance at Joint Consultative meetings, including pre-meetings.
- 6.7 Branch Officials will be allowed reasonable time off with pay to attend meetings with management when such meetings are arranged with management's agreement.
- 6.8 Meetings between branch officials and management will normally take place during normal working hours. For Branch Officials whose working pattern includes working outside the council's normal working day, every effort will be made to agree suitable arrangements for attendance.
- 6.9 The year will run from April to March for non-school based staff and per academic year for all schools based staff.

7. The function of representatives and officials

- 7.1 The Organisation and the Union recognise that the industrial relations functions of representatives and officials are important duties in addition 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 relations 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 6.3 of this Agreement;
 - To seek full Trade Union membership amongst all employees of the Organisation;
 - 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, national and international level;
 - To meet with other representatives, officials or full-time union officers on matters covered by this Agreement;

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- To attend meetings of the Union of which the person is a representative or of which she/he is an official
- 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.

8. Time off for Health and Safety Representatives

8.1 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 training to carry out their duties and responsibilities. It is envisaged that a maximum of 30 hours will be needed per representative per year. If this role is additional to the Branch Steward/Official/Representative role, the hours must not exceed 130 in total, regardless of the number of roles each Branch Steward/Official/Steward has.
- Attending health and safety meetings at local, regional, national and international levels where appropriate.

9. Time off for Union Learning Representatives

- Union Learning Representatives are entitled to take reasonable time off for the following purposes:
- Identifying and analysing learning or training needs;
- Providing information and advice about learning or training matters;
- Arranging learning or training;
- Promoting the value of learning and training;
- Consulting the Organisation's Management in relation to such activities;
- Preparation in relation to such activities;
- Undergoing training to carry out their duties and responsibilities. It is envisaged that a maximum of 30 hours will be allowed, if necessary, per representative per year. If this role is additional to the Branch Steward/Official/Representative role, the hours

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must not exceed 130 in total, regardless of the number of roles each Branch Steward/Official/Steward has.

10. Time off for Information and Consultation Representatives

- 10.1 Information and Consultation Representatives are entitled to take reasonable paid time off during working hours to perform their functions as a representative.
- 10.2 Information and Consultation Representatives are protected against unfair dismissal or detriment under the regulations for actions related to the regulations, the only exception being where they have breached the confidentiality of the Organisation
- 10.3 It is envisaged that a maximum of 30 hours will be allowed, if necessary, per representative per year. If this role is additional to the Branch Stewards/Officials/Stewards, the hours must not exceed 130 in total. regardless of the number of roles each Branch Steward/Official/Steward has.

11. Time off for In-Depth Projects within the Authority

- 11.1 Branch Stewards/Officials/Representatives will be granted reasonable paid time off during working hours to perform their functions as a representative for a specific in-depth project within the Authority. Arrangements will be agreed at the prior to the project commencing.
- 11.2 Where there is a particular complex case within the work place which is likely to require substantial union time, the representative's requirements should be agreed at the beginning of the case and the hours granted will be over and above the allocated 100 hours. This will be reviewed regularly throughout the case to ensure that the time allocated is adequate.

12. Time off for Trade Union Activities

- 12.1 To operate effectively and democratically, Trade Unions need the active participation of members. To ensure that workplace meetings are fully represented, where possible, paid time off for trade union representatives and members will be permitted for the following activities:
 - Attending workplace meetings to discuss and vote on the outcome of negotiations;

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- Meeting all full-time Union officials to discuss issues relevant to the workplace;
- Voting in Union elections.
- Separate arrangements will apply within schools.

12.2 The Organisation and the Unions also recognise that it is in the interests of effective and democratic operation of Unions that representatives or officials participate in other activities of the Trade Union. Reasonable paid time off 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 annual conferences or regional meetings;
- 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;

12.3 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 will be required to attend.

12.4 There is no right to time off for Trade Union activities which themselves consist of industrial action. Such activities do not attract paid time off.

12.5 Branch Officials will, if necessary, be allowed reasonable time off with pay to attend national and Special Local Government Conference, National and Regional meetings. If and when is appropriate, suitable and reasonable time off facilities will be agreed between the Head of Service/Head Teacher, Head of Strategic HR and the Union. The Council would require a minimum of 3 weeks notice for approval purposes (where practical). The Regional Trade Union Officer or the Branch Secretary should notify and seek authorisation from the Head of Personnel for such absences. The time off provisions do not extend to attendance at Trade Councils and related activities or matters concerning political affiliations or campaigns.

13. Time off for Branch Secretaries and Senior Representatives of the Union

13.1 The Branch Secretary of each union will be allowed to spend their whole or part of their contractual employment time on trade union duties. The actual amount of

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time allocated will be dependent on the membership for each particular union and will be prorated accordingly.

- 13.2 Where a branch secretary is seconded into the role, this secondment will be for an undetermined period depending on the re-election of the employee into the role. If the secondee is not re-elected to the post of branch secretary or chooses not to stand for re-election, they will be entitled to return to their substantive post providing the period of secondment has not exceeded 12 months. If the period of secondment is more than 12 months, the secondee will not be entitled to return to their substantive post, but the Authority will guarantee that the secondee will be slotted into a post of the same grade with comparative terms and conditions of employment.
- 13.3 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.
- 13.4 Meetings called by management where representatives other than those referred to in paragraph [13.1 above] are required to attend, will fall outside of the allocation of representational time.

14. Special arrangements for time off

- 14.1 In the case of employees who work shifts or unsocial hours, the Organisation will allow reasonable time off for trade union duties and normally will make arrangements when the duties fall outside their on-duty hours.
- 14.2 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 and/or amending rotas where possible by agreement with the individual concerned.
- 14.3 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, 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 and will be paid at the appropriate rates for the additional hours worked,

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except that, 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, including average shift allowance or contractual overtime payments. Arrangements may vary for schools based trade union representatives.

- 14.4 If a meeting is to take place on the representative's day off or while the representative is not on duty and 14.2 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. If it is impossible to arrange time in lieu then payment for this time will be made.
- 14.5 In the case of disabled representatives, the Organisation will allow additional time and facilities, if necessary, and make suitable arrangements to allow them to carry out their responsibilities.

15. Time off to cover related workplaces

- 15.1 Any extension of representational rights to cover employees outside the organisation will be subject to agreement on a case by case basis and will be without pay, e.g. Where the Council sponsor outside Organisations: Bodelwyddan Trust etc.
- 15.2 If representatives are required to work on collaborative projects with other authorities on behalf of Denbighshire County Council, reasonable time off will be granted.
- 15.3 Where a school place trade union representative is covering employees from another school then the school at which the employee that is being represented is based will be responsible for reimbursing the representatives employing school, for the their time.

16. Payment for time off

- 16.1 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

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- 16.2 average hourly earnings for the work they are employed to do. This amount will include average bonus/shift allowance or overtime payments where these are contractual.
- 16.3 The Senior branch officer who spends the 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.
- 16.4 Travelling and subsistence costs will be reimbursed by the trade union to representatives for periods of work approved in accordance with this agreement.

17. Training

17.1 Reasonable Time off with pay will be granted to attend training courses approved by the TUC or the Union. The Organisation supports the need for newly appointed trade union officials to be granted time off for initial training in basic representational skills as soon as

17.2 possible after her or his appointment. Following this further time should be considered:

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

17.3 A maximum of up to 5 days per year, per representative will be allowed for mandatory DCC training.

The Trade Union will give adequate advance notice of course dates to relevant line-managers. Details of the course will be provided, upon request.

Part-time employees who are required to attend recognised DCC training courses as detailed above will be paid for the whole of their attendance time, even if it exceeds their normal working hours.

Maximum attendance in any one year at such training courses mentioned in [8.1, 9.1 and 17.2] may have to be allocated/approved in line with budget constraints/provision.

Consideration should be given to releasing inexperienced officers to shadow other experienced officers during the course of their trade union duties.

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18. Procedures

- 18.1 Before taking time off, the representatives must obtain the permission of their manager will inform their manager of the general purpose of the time off, the intended location, the expected timing and duration of time off required.
- 18.2 The employer will ensure that management at all levels are familiar with agreements and arrangements related to this Agreement.

The arrangements and procedures for agreeing time off in accordance with the ACAS Code of Practice should be reasonable in all the circumstances. The Council and the Trade Union have a joint responsibility to ensure that the service provision is maintained and that when leave of absence is granted, this is subject to the exigencies of the service. For Executive Committee Meetings, employees covered by flexitime arrangements, a credit will be permitted up to 5pm. Branch General Meetings/Annual General Meetings and other pre-meetings may commence at any time during the working day, subject to there always being a minimum staffing level throughout the authority. No credit will be given under the flexitime agreement to any member or official attending such meetings. Management must be satisfied that there is adequate staffing in all departments at all times.

N.B. *Reference to flexitime arrangements apply where this is in operation.*

In order that arrangements and conditions contained within the procedure agreement can be monitored and revised in the light of experience and for the purposes of recharging, where appropriate, Branch Official's time, a 'Request Pro-Forma' should be completed. This should be submitted to the appropriate Supervisor/Manager who will, in turn copy to the Head of Service/Head Teacher for record purposes. The Director will copy this to the Head of Strategic HR for monitoring/administrative purposes. This can also be recorded on the Flexi Time system.

- 18.3 The Union is asked to keep a record/register of all persons attending meetings.

19. Trade union facilities

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- 19.1 The Organisation agrees to provide defined facilities to the Union representatives to enable them to discharge their duties in line with the ACAS Code of Practice.

20. No detriment

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

21. Disputes

- 21.1 The Organisation and the Union agree to make every effort to resolve disputes in relation to time off for trade union duties and activities. Where permission to take time off is withheld, an explanation for the reason(s) will be given by the appropriate representative of management.
- 21.2 If the Union official is dissatisfied with the decision, the matter may be referred to the appropriate senior manager.
- 21.3 If agreement cannot be reached, the matter will be referred to Head of Strategic HR.
- 21.4 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 relating to time off for trade union duties.

22. Grievances arising from the operation of this agreement

- 22.1 Both management and Unions have a shared responsibility to observe the arrangements set out in this policy, and to resolve all problems about its implementation informally where possible. If a disagreement arises about any aspect of this agreement, such as refusal of time off to attend a meeting, this should normally be raised in the first instance either with the line manager or the departmental head. If the matter is still unresolved, the representative should discuss the problem with the Head of Strategic HR.

23. Amendment or termination of agreement

- 23.1 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 negotiations.
- 23.2 Both parties agree to review this Agreement in twelve months and at agreed dates thereafter.