

**Human Resources**  
**Policy & Procedures**

**Trade Unions**  
**Facilities Agreement**

June 2011

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## **Purpose**

**The Trade Union policy sets out the Council's policy and facilities agreement in relation to Trade Unions, specifically the leave of normal duties and responsibilities for the purpose of Trade Union duties and activities.**

## **Who is governed by this policy**

All London Borough of Newham Council employees.

## **Executive Summary**

Sections 178 and 179 of the Trade Union and Labour Relations (Consolidation) Act 1992 [TULRA] and associated employment-related legislation requires employers to provide facilities for recognised Trade Unions, including time off with pay for Trade Union officials for carrying out duties concerned with industrial relations between the employer and any associated employer and their employees. The Advisory, Conciliation and Arbitration Service has issued a Code of Practice containing practical guidance on the matter for employers and Trade Unions which is reproduced as Appendix 12D, to this guide for reference purposes. It is the policy of the London Borough of Newham to comply with the Code of Practice and to allow reasonable time off in accordance with its provisions, subject to the legitimate requirements of the Council to ensure minimal disruption to service provision.

## **1 Scope of the Agreement**

- 1.0** The following arrangements have been agreed with the constituent Trade Unions recognised by this authority.
- 1.1** The parties to this Agreement will take all steps necessary to ensure that its provisions are complied with.

## **2 General Principles**

- 2.0** This Agreement has been drawn up to aid and improve the conduct of industrial relations and to meet requirements of the Health Safety at Work Act 1974 and the Management of Health and Safety at Work Regulations 1992 as well as dealing with matters that fall within Sections 178 and 179 of the Trade Union and Labour Relations (Consolidation) Act 1992 [TULRA]. The agreement takes account of the provisions of the Advisory, Consolidation and Arbitration Service (ACAS) Code of Practice. The Trade Unions and the Council recognise that, in operating this Agreement, proper regard will be paid to the operational requirements and obligations of services.
- 2.1** The provisions of this document replace all previous agreements and arrangements relating to time off for trade union duties and activities for trade unions in the Council.
- 2.2** It is the spirit of this Agreement to maintain and further the best possible relationship between the Trade Unions and the Council in order to advance both the work of the authority and the interests of its employees.
- 2.3** The parties therefore agree to establish a framework which includes both a formal procedure for the purposes of consultation and collective bargaining and an information process whereby matters of concern may be dealt with effectively at the lowest possible level.

## **3 Rights of the Parties**

- 3.0** The Trade Unions recognise the Council's role to provide services to residents of Newham and act as a good employer in line with the People Framework.
- 3.1** The Council recognises the Trade Unions' responsibility to represent the interests of their members.
- 3.2** The Council supports collective bargaining.

## **4 Accredited Trade Union Officials**

- 4.0** Section 179 of the Trade Union and Labour Relations (Consolidation) Act 1992 states:  
"Official", in relation to a Trade Union, means any person who is an officer of the union or of a branch or section of the Union or who (not being such an officer) is a person elected or appointed in accordance with the rules of the union to be a representative of its members

or of some of them, including any person so elected or appointed who is an employee of the same employer as the members, or one or more of the members, whom he is to represent”.

- 4.1** The election of accredited Trade Union Officials will be in accordance with the rules of the union.
- 4.2** The Trade Union’s Branch Secretary or the Regional Officer, in accordance with union rules, will notify the Deputy Divisional Director for Human Resources of all properly appointed Trade Union officials.
- 4.3** The Deputy Divisional Director for Human Resources, or nominee, will notify Executive and Divisional Directors of all accredited Trade Union officials. Time off with or without pay will not be granted if the Trade Unions fail to advise the Deputy Divisional Director for Human Resources of the aforementioned.
- 4.4** Executive and Divisional Directors will recognise all accredited Trade Union officials, if elected by their members in accordance with the Trade Union’s rules.
- 4.5** Any employees of the Council will be recognised as Trade Union officials, if elected by their members in accordance with the trade union’s rules.
- 4.6** In carrying out their duties, the Trade Unions’ representatives will act in accordance with the rules and regulations of the constituent Trade Unions and the Council and in accordance with the Terms of all Agreements between the Council and the Trade Unions.

## **5 Trade Union Duties**

- 5.0** The ACAS code of practice gives the following account of trade union duties:

The duties of an official of a recognised trade union must be connected with or related to negotiations or the performance of functions both in time and subject matter, including matters relating to change management and organisational change. Reasonable time off may be sought, for example, to:

- prepare for negotiations/consultations
- inform members of progress as appropriate and subject to any confidentiality agreements
- explain outcomes to members as appropriate and subject to any confidentiality agreements
- prepare for meetings with the employer about matters for which the trade union has only representational rights

- 5.1** Additionally, the following duties of trade union representatives that attract time off with pay are:

The duties of Trade Union Representatives which attract time off with pay are:

- (a) attendance at meetings called by members of the Council or by management;
- (b) attendance at meetings for collective bargaining purposes between employees and management;
- (c) meeting Trade Union members and/or representatives on matters relating to grievances, disciplinary hearings, Industrial Tribunal cases, conditions of employment or Trade Union membership and to report back on negotiations;
- (d) attendance at formal hearings, and appeals relating to grading, grievance or disciplinary matters concerning London Borough of Newham employees;
- (e) attendance at industrial tribunals relating to the Council to represent Trade Union members and to prepare for such cases;
- (f) attending to industrial relations matters which may arise in connection with the official's role in jointly agreed procedures;
- (g) explaining to new employees, who the officials will represent, the role of the Trade Union in the Council's Industrial Relations structure.

and any branch administration arising from the above.

**5.2** The duties of Health and Safety Representatives that attract time off with pay are:

- (a) representing employees in consultations with Managers or Members of the Council;
- (b) investigating potential hazards and dangerous occurrences at the workplace and to examine the causes of accidents;
- (c) investigating complaints by any employee they represent relating to that employee's health, safety or welfare at work;
- (d) making representations to Managers or Members of the Council on matters arising out of (b) and (c) above;
- (e) making representations on general matters affecting the health, safety or welfare at work of employees in the workplace;
- (f) carrying out inspections;
- (g) representing employees in consultation at the workplace with inspectors of the Health and Safety Executive and of any other enforcing agency;
- (h) receiving information from an inspector about the premises, past or present contents or activities in the premises, or any action the inspector has taken or proposes to take in relation to the premises.
- (i) attending meetings of safety committees in connection with the above.

**5.3** Employees who are members of an independent trade union recognised by the employer can take reasonable time off to undertake the duties of a Union Learning Representative,

provided that the union has given the employer notice in writing that the employee is a learning representative of the trade union and the training condition is met. The functions for which time off as a Union Learning Representative is allowed are:

- 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 about carrying on any such activities
- undergoing relevant training

**5.4** An employer who permits officials time off for trade union duties must pay them for the time off taken. The employer must pay either the amount that the officials would have earned had they worked during the time off 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. There is no statutory requirements to pay for time off where the duty is carried out at a time when the official would not otherwise have been at work, but staff who work part time will be entitled to be paid if staff who work full time would be entitled to be paid. In all cases the amount of time off must be reasonable.

## **6 Industrial Relations**

**6.0** It is the intention of the Council and the trade unions to maintain harmonious industrial relations and resolve disagreements and disputes as speedily as possible.

**6.1** Both parties agree that, wherever possible, disagreements or disputes should be resolved informally and locally between the appropriate manager and trade union representatives.

**6.2** Where local resolution is not achieved, disagreements or disputes should be referred to directorate management/trade union meetings.

**6.3** Each Council directorate will hold such a liaison meeting no less frequently than every three months. An Executive or Divisional Director will chair these meetings. Directorates may, where appropriate, hold meetings more regularly. They may, where appropriate, hold divisional liaison meetings in addition to, or as an alternative to, directorate meetings.

**6.4** Minutes of all such meetings will be provided to all participants.

**6.5** Where resolution is not achieved at a directorate or divisional liaison meeting, disagreements or disputes, where they relate to a people management related policy or procedure, should be referred to the corporate trade union consultation meeting.

**6.6** Corporate meetings will take place quarterly. The Deputy Divisional Director for Human Resources will chair these meetings.

- 6.7** Where resolution is not achieved or cannot be achieved due to the nature of the dispute/issue at the corporate trade union consultation meeting, disagreements or disputes shall be referred to a meeting facilitated by the Deputy Divisional Director for Human Resources with the Executive or Divisional Director who has responsibility for the service from which the dispute arises. Decisions taken at this meeting will constitute the conclusion of the Disputes Resolution Procedure.
- 6.8** From time to time the Council will establish boards, committees and steering groups to deal with specific issues, predominantly relating to terms and conditions of service. For example, the Council has established a Negotiating Board to take forward and negotiate and consult upon changes to employee terms and conditions. The Negotiating Board has its own terms of reference. Both sides, recognising the sensitivity of the discussions that necessarily take place at the Board, have agreed that the work of the Negotiating Board, any discussions that take place at it, and any information disclosed through the process of negotiation should remain strictly confidential unless agreed by both parties. Wherever possible, joint statements will be issued. Any breach of confidentiality, or refusal to accept the confidentiality agreement, will lead to exclusion from the Negotiating Board and the withdrawal of facility time/full-time release.

## **7 Code of Conduct**

- 7.0** The parties to this agreement believe that good industrial relations practice is served by resolving disputes in an agreed manner. It is important to the good standing and reputations of the Council and trade unions to be able to handle disputes in a measured and appropriate manner.
- 7.1** The parties agree that the most appropriate way to resolve disagreements or disputes is through the industrial relations processes outlined in section 6 of this agreement.
- 7.2** The parties agree that it is preferable to publicise a resolved disagreement than an unresolved one. Therefore they will use all means available to resolve disputes before placing details in the public domain.
- 7.3** The parties agree that harmonious industrial relations are ill served by personalised attacks on individuals. They agree to limit references to individual persons to matters of factual comment and will endeavour to take all reasonable steps to establish the true facts of the matter before making such comments in public.
- 7.4** The parties agree to avoid the use of pejorative, offensive or abusive language when referring either to individual people or when referring to the Council or trade unions.

## **8 Facilities and Time Off for Trade Union Duties and Activities**

- 8.0** Subject to each trade union signing this agreement and acting in accordance with it, the Council will offer the facilities and time off outlined below.

- 8.1** The provisions outlined below will relate to the following five trade unions:
- **GMB**
  - **Unite**
  - **UNISON**
  - **NUT**
  - **UCATT**
- 8.2** The Council will provide appropriate office accommodation. This will be maintained to the Council's standard for office accommodation and may be provided in any Council building in accordance with the property strategy. There will be separate offices for each trade union acting within this agreement. There will be one office per trade union.
- 8.3** The Council will provide appropriate office furniture and PCs with the corporate desktop and appropriate systems.
- 8.4** The Council will provide telephones connected to the Council's network. The cost of internal calls and external local calls will be met by the Council.
- 8.5** The Council will provide internet and email access free of charge. The use of this facility is subject to the conditions set out below in this agreement.
- 8.6** The Council will allow trade unions to book office accommodation for normal branch meetings and annual general meetings.
- 8.7** The Council will provide a photocopying facility. Trade unions will be charged for consumables used.
- 8.8** Shop stewards will be afforded reasonable time off to engage in trade union activities. The operation of this arrangement is specified in detail in this agreement below.
- 8.9** The Council will provide funding to each non-teaching trade union to fund secondments for branch officers (typically branch secretaries and branch chairs, although this is a matter for the Trade Unions to determine). (Note: NUT secondments are managed separately and funded through DSG by the Head of Schools Traded Services; and the UCATT Convener facilities are managed by the Housing Service and funded from HRA). This will be provided in the form of salary/wage reimbursement. It will normally be expected that this will take the form of 36 hour secondments but the Council will take a constructive approach to requests for flexible working.
- 8.10** The Council currently provides additional full-time releases to support change management work. This will be reviewed on a six-monthly basis.
- 8.11** Training of Representatives: In addition to time off for the duties given above, reasonable time off with pay will be granted for relevant courses or seminars organised by the Council.



- 8.12** Reasonable time off with pay for training courses organised by the TUC or by an appropriate Trade Union will also be granted provided the course or seminar is broadly relevant to the Industrial relations or health and safety duties of the shop steward/health and safety representative concerned.
- 8.13** Applications by Trade Union representatives for time off to attend Trade Union conferences should be made in writing by the Trade Union concerned stating the purpose of the conference and giving reasonable notice. These requests will be considered by Human Resources who will ensure that reasonable numbers of delegates across all departments are approved.
- 8.14** Time off with pay will only be granted for annual conferences and National Group Meetings to consider pay and conditions matters.
- 8.15** Requests will only be agreed after consultation with the relevant service areas / directorates and the Human Resources section.
- 8.16** However, the Council reserves the right to withdraw these facility arrangements if it considers that it is not being utilised legitimately.

## **9 Shop Stewards**

- 9.0** Union branch secretaries will notify the Deputy Director for Human Resources of the names and location of all shop stewards. An up to date list will be maintained and made available to managers and union members.
- 9.1** Shop stewards will be granted reasonable paid time off to undertake trade union duties. This will not normally exceed 7 hours per week. This does not constitute an agreement to provide 7 hours every week and all time off must be approved by the shop steward's line manager.
- 9.2** Shop stewards will give their line managers at least 48 hours notice of a request to take time off for trade union duties unless a genuinely unexpected and urgent need arises.
- 9.3** All time off for trade union duties is at the discretion of the line manager, or another manager nominated by the employing department at all times and will be granted subject to the exigencies of the service.
- 9.4** Shop stewards will endeavour to schedule meetings and other trade union activities at times which minimise disruption to service delivery.
- 9.5** If a trade union considers a manager is unreasonable refusing facility time for a shop steward, the branch secretary will raise the matter with the Deputy Divisional Director for Human Resources.

## **10 Use of Email and Internet**

- 10.1** Trade union representatives must exercise the same degree of responsibility as any other employee of the council when using email and internet facilities. These services must not be used to bring the Council into disrepute, or to view offensive or unsuitable subject matter.
- 10.2** Trade union representatives may use the Council's email facilities to communicate with their members on an individual basis. They may also use electronic mailing lists to communicate with branch officials and shop stewards. Bulk mailing to all members of a trade union, or other groups of employees, is not permitted, except in very exceptional circumstances and with the explicit agreement of the Deputy Director for Human Resources.
- 10.3** Council facilities are not to be used to organise industrial action which will disrupt Council services. This applies to the use of the Council's email network.
- 10.4** Failure to comply with this agreement may result in the withdrawal of internet and email facilities.

## **11 Attendance at Meetings**

- 11.0** Reasonable time-off will be given to employees to attend their union's annual general meeting. Trade unions will organise other branch meetings at a time when most employees will be able to attend in their own time. It is expected that this will usually be at lunchtime or at the end of the working day. Where there is a genuine reason for needing to hold a meeting during working hours the request should be forwarded to the Deputy Divisional Director for Human Resources who will consider it with the relevant Executive or Divisional Director. At least five days notice should be given of such a request.

## **12 Administrative Arrangements / Management of Time Off**

- 12.0** Branch Officers continue to be employed in their substantive positions and are simply being granted time off from their normal duties whilst they undertake the trade union role. It remains with their employing services, therefore, to administer their pay and other conditions of employment. Normal reporting requirements for absences, booking of annual leave etc. will continue to apply, although service areas may arrange for the representative to do this via a member of the Human Resources section rather than their normal line manager.
- 12.1** In order to effectively manage time off and make judgements as to whether the time off sought is reasonable and for a purpose which attracts time off with pay, it is essential that management are aware of:-
  - (a) the general nature of the duties for which time off is being sought;
  - (b) the anticipated length of time needed to carry out the duties;
  - (c) where the business is to be conducted and how the steward may be contacted

If necessary

**12.2** Time off may be arranged in either of two ways:-

- (a) the completion of the form attached as Appendix X which is then submitted to the supervisor as a formal request for time off and countersigned by the supervisor indicating consent or stating why the application is refused; or
- (b) by the joint planning of Trade Union and work duties between the representative and their supervisor at not less than weekly intervals with a signed record being retained by both parties.

**12.3** In normal circumstances time off must be arranged in advance and as much notice as is reasonably practicable should be given. Where this is impractical for example, because of the urgency of the business or the non-availability of an appropriate member of management, the supervisor must be informed as soon as the Trade Union business has been completed using the request form (Appendix X) if appropriate.

**12.4** If an application for time off cannot be met, or management offer alternative arrangements, full reasons will be given to the Trade Union in writing if requested within 2 working days of the refusal or alternative offer.

**12.5** In agreeing this time off, the Council recognises that some of that time will be spent on activities in connection with the administration of the branch which fall outside the specific purposes attracting a statutory right to paid time off, and it is not, therefore, necessary for these Branch Officers to provide full details of their activities on behalf of the branch. However, the Council reserves the right to withdraw this facility if it considers that it is not being utilised legitimately.

## **13 Operation of this Agreement**

**13.0** Either party to this Agreement may discuss its operation and review its provision with the other party.

**13.1** Any breach of this agreement may result in the withdrawal of facility time.

**13.2** The agreement comes into effect on 23<sup>rd</sup> June 2011.

**13.1** The agreement will be reviewed after the first twelve months of operations.

