

London Borough of Bexley - Trade Union Procedural and Facilities Agreement

HR Service Effective from April 2013

1. Introduction

This document sets out agreed procedures for managing collective disputes and time off for trade union duties and activities.

This Agreement is between the Council and the trade unions recognised for collective bargaining purposes for national pay and conditions of service for Local Government Services, Chief Officers, Teachers, Soulbury staff, Youth Workers and Tutors. A list of the unions recognised for these purposes and covered by this Agreement is attached as Appendix 1.

2. Scope

This Agreement applies to accredited trade union representatives and to trade union matters relating to employees of London Borough of Bexley (subject, where applicable in Schools, to the agreement of the Governing body). Where specified this agreement also applies to schools/academies that have contributed to centrally held funds for seconded time off.

This Agreement supports the Council/Schools employee relations policies, detailed at Appendix 2. The Collective Grievance and Disputes Procedure is attached as Appendix 3.

3. Accreditation of Trade Union Representatives

Trade unions may seek accreditation of a representative to cover a site, geographical area, type of work or a combination.

The number of accredited trade union representatives granted time off will be subject to reasonable limits and the proper authorisation arrangements.

3.1 Requests for Accreditation

The recognised trade union will send written notification of the appointment to the Deputy Director HR and Corporate Support/Head Teacher requesting formal accreditation. The written request must include:

- Name of trade union
- Name of employee
- Job title
- Location
- Group of staff represented
- Location/s of group of trade union members represented
- Details of accredited trade union training courses to be attended in connection with the appointment as trade union representative
- Amount of paid/unpaid time off required for such courses
- Whether or not a trade union representative/s from the same trade union exists for this group and, if yes, the details
- Whether or not the individual is replacing an existing trade union representative and, if yes, the details.

The Deputy Director HR and Corporate Support will inform the appropriate Head of Service that a request for accreditation has been received and seek confirmation that facilities can be granted for the individual concerned (core Council only).

The Head of Service/Head Teacher will either confirm that the individual may be released or give reasons why it is not possible to afford some or all of the facilities under this Agreement.

The Council/School/Academy will not unreasonably withhold accreditation. Where a request for accreditation may not be granted the Deputy Director HR and Corporate Support/Head Teacher will discuss the reasons with the appropriate branch/regional official.

The Deputy Director HR and Corporate Support/Head Teacher will then either:

- write to the trade union, the individual and the Head of Service confirming accreditation and providing a copy of this Agreement
- reject the request for accreditation stating the reasons.

Please note that should a recognised trade union require an elected branch or regional official to attend meetings or support employees, and that union official is not an employee and therefore cannot be accredited under this process, the union should advise the Deputy Director HR and Corporate Support/Head Teacher. Notification should be received from the appropriate regional officer as to the officers role and appropriateness to attend meetings/support employees in place of other available accredited representatives.

3.2 Request to Vary Accreditation

Any requests to change the time-off arrangements or facilities arrangements previously agreed must be requested in writing, and will be subject to approval, in accordance with 3.1 above.

The trade union will inform the Deputy Director HR and Corporate Support/Head Teacher, in writing, when an accredited representative leaves their post or is not re- elected, at which time accreditation will cease.

4. Time Off and Pay

Managers/Head Teachers will grant reasonable time off to accredited trade union representatives in accordance with the Trade Unions and Labour Relations (Consolidation) Act 1992 and the ACAS Code of Practice and, where applicable, national terms and conditions of service. In determining what is reasonable the trade unions will recognise the Council/Schools responsibility to maintain full services and minimise the effect of time lost and will not unduly prolong the time they are absent from work on union duties.

4.1 Time off

The most efficient means of resolving issues should be adopted e.g. e-mail, telephone, letter, etc. Managers/Head Teachers will recognise that trade unions need to represent and communicate with their members and will respond to requests for time off positively, subject to the needs of the service and consideration of any workplace safety matters.

An accredited trade union representative will be allowed reasonable paid time off during normal working hours to undertake trade union duties, relevant training and official trade union annual conferences as approved delegates. Payment will be either the normal pay which the trade union official would otherwise be paid, or a payment based on their average hourly earnings where the earnings vary with the work done. The cost of this time off is funded by the relevant service's budget. Examples of trade union duties are listed at Appendix 4 (A).

No payment will be made where the trade union duties or training take place outside of the trade union official's normal working hours. Payment will not be made to meet travelling or subsistence costs.

Reasonable time off will be granted to trade union officials or members for undertaking trade union activities but this time off will be unpaid. Examples of trade union activities are listed at Appendix 4 (F).

Prior permission must be sought from the relevant line manager/Head Teacher for time off, either paid or unpaid.

4.2 Seconded Time off

This Section applies to the core Council and those schools/academies that have contributed to the 'budget pool' for seconded time off.

It is expected that some union officials will have a significant role in collective negotiation, consultation and employee representation that can best be managed through secondment to union duties on a seconded basis (i.e. a fixed, weekly allocation of time off).

Where a Union wishes a representative to have seconded time off the appropriate full time officer of the trade union will send a written request to the Deputy Director HR and Corporate Support.

The Deputy Director HR and Corporate Support will consider the request in consultation with the relevant Head of Service/Head Teacher and confirm whether time off will be granted on a seconded basis. Seconded time off will only be considered:

- for officers who are employees of the core Council or a School/Academy that has contributed to central funds for seconded time off;
- for officers who are recognised representatives under Section 3.1 of this Agreement;
- on a part-time basis – i.e. secondment on union duties will not normally be approved for all of the employees contracted hours (this is at the discretion of the Deputy Director HR and Corporate Support);
- where the union has at least 50 members who are employees of the Council and Schools/Academies that have contributed to central funds for seconded time off;
- where sufficient funding is available.

The salary costs for trade union officials granted seconded time off will be funded from the trade union duties budget managed by the Deputy Director HR and Corporate Support. Schools/Academies may contribute to this budget on a voluntary basis, committing for a two year period.

Where a school does not contribute to the trade union duties budget, representatives granted seconded time off may not use their allocation of seconded time off to undertake trade union duties at or on behalf of that school.

The amount of seconded time off each union may be granted will be dependant upon the funds available and proportionate to trade union membership across corporate departments and contributing schools/academies.

Should the trade union duties budget be reduced or increased (e.g. through variations in the number of schools participating) the amount of seconded time off will be reduced or increased accordingly.

In the event that a trade union official granted seconded time off regularly fails to attend meetings or engage with managers or HR staff as required, the seconded time off will be reviewed and may be withdrawn at the discretion of the Deputy Director HR and Corporate Support, following discussion with the relevant regional/branch officer.

4.3 Time off for Health & Safety Representatives

The Council will allow Health and Safety Representatives reasonable time off with pay during working hours to: -

- (i) Perform their functions under Section 2 (4) of the Health and Safety at Work Act 1974 (HASAWA).
- (ii) Undergo such training in aspects of those functions as may be reasonable in all the circumstances.

Examples of the duties of Safety Representatives are listed in Appendix 4 (C).

No additional seconded time off for undertaking this role will be granted. Time off will be funded by the relevant service budget, unless otherwise agreed, and is subject to proper advance notification being given (see Section 5).

4.4 Time off for Union Learning Representatives (ULRs)

The Council will allow reasonable paid time off for Union Learning Representatives to undertake their duties.

For a representative to qualify as a ULR, the recognised trade union must notify the Council in writing confirming that the ULR has met the training conditions at the time of notification or within six months of that date. The recognised trade union is asked to also provide details of the training that has been completed.

Examples of the duties of the ULRs are listed in Appendix 4 (D).

No additional seconded time off for undertaking this additional role will be granted. Time off will be funded by the relevant service budget and is subject to proper advance notification being given (see Section 5).

4.5 Time off for Training and Conferences

Reasonable time off with pay will be granted to accredited representatives of a recognised trade union to undergo training relevant to the carrying out of their trade union duties. The training should be in aspects of employee relations relevant to the duties of an accredited representative and must be approved by the Trade Union Congress or by the independent trade union of which the employee is a representative.

Time off with pay will be granted to delegates from the local branch of the trade union to enable attendance at their annual trade union conference to consider pay and conditions matters. This is subject to a reasonable number of delegates being nominated and service requirements continuing to be met.

Time off will be funded by the relevant service budget, unless otherwise agreed, and is subject to proper advance notification being given (see Section 5).

5. Management and Administrative Arrangements

The relevant line manager will remain responsible for the day to day management of employees who are trade union officials. This includes approval of all annual leave, monitoring sickness absence, monitoring attendance, work allocation, agreeing working times and consideration of all requests for time off.

Union representatives must expect information relating to annual leave and attendance, etc, to be exchanged between the employee's manager and the relevant union in order to monitor and manage these matters effectively.

5.1 Procedure for Requesting Time Off

All time off from work (with the exception of approved seconded time off) shall be subject to a written request, in advance, by the trade union official. The authorising manager/Head teacher will consider each request on its merits, taking account of the reasonableness of the request and the needs of the service. Time off must be requested/approved via MyView (where available). The manager may approve the request, approve the request subject to a change in the time or date, or refuse the request.

Time-off should be arranged at a convenient time to minimise disruption to the service/school/academy and as much advance notice as possible must be given.

5.2 Monitoring Time off

Time off must be requested/approved via MyView (where available).

Any disputes regarding time off or facilities should be raised with the relevant Head of Service/Head teacher who should seek advice from the Deputy Director HR and Corporate Support where necessary.

5.3 Office and Administrative facilities

Accredited trade union representatives may make use of Council office space in accordance with the model of working operating within the Council. Meeting rooms may be booked as necessary via the electronic booking arrangements.

Schools will endeavour to provide, where practicable, the use of facilities for union meetings, usually after school or during lunch breaks, providing no extra costs are incurred. Office facilities with reasonable privacy (if available) will also be provided where this does not interfere with the work of the school.

Free use of the internal postal service will be provided for correspondence relating to trade union duties.

The Deputy Director HR and Corporate Support/Head Teacher will consider requests for administrative facilities over and above those listed which, if granted, may require funding by the appropriate trade union.

5.4 The use of E-mail

Trade union officials are bound by the same policies, rules and standards as any other employee of the Council/School/Academy when using email and Internet facilities.

Examples of appropriate use will include communicating with management on consultation matters, the notification of arrangements for meetings that are part of the consultation machinery and matters involving the direct representation of an employee e.g. matters of discipline or the operation of other Council/School procedures.

Trade union officials may use the Council's/School's/Academy'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 Accredited Trade Union Representatives. Bulk e-mailing to all members of a trade union, or other groups of employees, and communication on trade union activities is not permitted.

5.5 Check off arrangements

For London Borough of Bexley employers where the Council is providing a payroll service, the Council will provide check off and related facilities subject to a charge of 2.5% per month of total membership deductions.

5.6 Membership numbers

The appropriate union official will provide the Deputy Director HR and Corporate Services with an accurate and up-to-date list of membership numbers on an annual basis (or more frequently if required). The list must show, as a minimum, the number of employees in each establishment/school for whom the Council is the employer and those schools/academies that are subject to seconded time off under this Agreement. This may be on a school by school basis or an overall total.

5.7 Variation and Termination of this Agreement

The Council and the trade unions may, by mutual consent, amend any of the provisions of this Agreement. No contractual status is attached to the Agreement and questions regarding its interpretation should be referred to the Deputy Director HR and Corporate Support.

This Agreement may be terminated by either party by giving three months notice in writing.

Appendix 1 – Recognised Trade Unions Covered By The Scope Of This Agreement

- Association of Educational Psychologists (AEP)
- Association of Schools and College Leaders (ASCL)
- Association of Professionals in Education and Children’s Trusts (ASPECT)
- GMB
- National Association of Head Teachers (NAHT)
- National Association of Schoolmasters Union of Women Teachers (NASUWT)
- National Education Union (NEU)
- University and College Union (UCU)
- Unison
- Unite
- VOICE

Appendix 2 – Employee Relations Policies

1. To communicate effectively with all employees on matters which affect their pay and conditions or which generally affect their employment and performance of their duties.
2. To provide employees with the opportunity to contribute to decisions which directly affect them.
3. To provide appropriate procedures for hearing and resolving employees' grievances as quickly as possible.
4. To grant 'recognised' status to all trade unions which are parties to national and provincial agreements.
5. To provide adequate arrangements for consultation, collective bargaining and the resolution of collective disputes between management/Governors and recognised trade unions.
6. To provide an accreditation system jointly with recognised trade unions for their representatives and to provide those representatives with reasonable facilities to undertake their duties.
7. To subscribe to and support the activities of national and provincial negotiating bodies which can assist in the resolution of the Council's employee relations problems.
8. To authorise the Deputy Director HR and Corporate Support to act on behalf of the Council within the agreed arrangements for the conduct of employee relations in dealing with recognised trade unions or external bodies, including powers to commit the Council within the terms of its agreed policies.
9. To consult with the recognised trade unions prior to the implementation of any significant policy decision affecting their members.

Appendix 3 – Collective Grievance and Disputes Procedure

This Procedure applies to disputes where the London Borough of Bexley is the employer.

This procedure is intended to achieve the speedy settlement of disputes and to avoid industrial action. All disputes should be discussed between the recognised unions and management in the first instance.

This Collective Grievance and Disputes Procedure governs the process by which management and the recognised trade unions will attempt to reach agreement and resolve issues of concern relating to employment matters.

Whilst the procedure is in operation, the recognised trade union(s) will not:

- enter into industrial action against the Council/School
- communicate with elected members/Governors
- seek to utilise the media to further their aims

The procedure cannot be used by individual employees and their representatives where the issue(s) raised should be dealt with under any other Council/School procedure or process, for example, grievance, disciplinary or probation.

Initial Stage

An accredited official who wishes to raise an issue under this procedure on behalf of the aggrieved members of staff should do so in the first instance with their line manager/Head teacher. This will normally be in writing although there may be occasions where, due to the urgency of the matter, a direct approach will be accepted. Where the matter cannot be resolved at this initial stage, the formal stage outlined below should be followed.

Formal Stage

The accredited official must submit the case to management in writing. The appropriate level of management within the authority/school/academy to reach a decision in the matter will consider the issue raised.

If the issue is not settled the Deputy Director HR and Corporate Support will invite the full time official of the union to attend a meeting with the relevant parties. A Senior HR Adviser or other appropriate HR representative will provide advice to management.

Should a resolution not be achieved, then the matter will be referred to the Council's Local Consultative Group and, if still unresolved, the Staff-Employee Consultation Panel

Management will provide written details of any decisions achieved at the formal stage to all parties involved.

Appendix 4 – Trade Union Duties and Activities

The Trade Union and Labour Relations (Consolidation) Act 1992 draws a distinction between “duties” and “activities.” The right to paid time off arises from performance of union duties and not for taking part in union activities for which unpaid time off may be granted.

Listed below are examples of duties and activities of trade union officials based on the Act and the ACAS Code of Practice 2010.

A. Trade Union Duties

These are concerned with negotiations with the Council that are related or connected with:

1. Terms and conditions of employment, or the physical conditions in which workers are required to work
2. Engagement or non-engagement, or termination or suspension of employment or the duties of employment, of one or more workers;
3. Allocation of work or the duties of employment as between workers or groups of workers;
4. Matters of discipline;
5. Trade union memberships or non-membership;
6. Facilities for officials of trade unions;
7. Machinery for negotiation or consultation and other procedures;
8. Health & Safety functions as set out in Section 2(4) of the Health and Safety at Work etc Act 1974 and Safety Representatives and Safety Committees Regulations 1977.

Examples of trade union duties of accredited trade union representatives include:

B. Branch Secretaries

1. To lead on matters under consultation on behalf of their trade union.
2. To co-ordinate the election and accreditation of local Representatives, Health and Safety Representatives and Union Learning Representatives.
3. To provide advice and guidance to local representatives (from their trade union) on matters relating to local consultation or disputes, becoming involved as necessary.
4. To attend meetings of the recognised trade unions to represent the trade union and members including the Local Consultative Group meetings.
5. To arrange the dissemination of information to stewards and members of their trade union (and co-ordinate responses as appropriate), including arranging branch meetings.
6. To deal with matters relating to the conduct of officials, stewards and members of the trade union with the Deputy Director, HR and Corporate Support.
7. To assess and identify the training needs of local representatives and organise training as appropriate.

C. Safety Representatives

Examples of duties of Safety Representatives include:

1. Investigating potential hazards and dangerous occurrences at the workplace and examining the causes of accidents.
2. Investigating complaints by any employee they represent relating to that employee's health, safety or welfare at work.
3. Making representations on matters arising from the above or general matters affecting the health, safety or welfare of employees in the workplace.
4. Carrying out pre-arranged inspections

D. Union Learning Representatives (ULRs)

Examples of duties include:

1. Assisting in analysing learning or training needs
2. Providing information and advice about learning or training matters
3. Arranging learning or training for members
4. Promoting value of learning and training
5. Undergoing relevant training associated with the role of ULR

ULRs should liaise with the Deputy Director HR and Corporate Support to ensure that their training activities complement those already provided by the Council to minimise duplication.

E. Accredited Trade Union Representatives (ATURs)

The duties of a representative include the following:

1. Communicating information to the relevant team
2. Representing local members at meetings with their immediate senior management
3. Accompanying members to meetings arising from the Council's policies and procedures e.g. Sickness Absence, Grievance, Disciplinary, Fair Treatment at Work, etc. including reasonable preparation time for such cases.

F. Trade Union Activities

Trade union representatives and members may be allowed time off without pay to participate in trade union activities.

Examples of trade union activities include: -

1. Meetings with other trade union representatives convened to discuss issues, which may or may not be directly related to industrial relations in Bexley
2. Clerical tasks associated with the internal administration of the union
3. Taking part as a representative in meetings of official policy making bodies of the trade union such as executive committee or annual conference

4. Representing the trade union on external bodies
5. Attendance at training courses, which have no bearing on the role of the representative at the workplace
6. Voting at the workplace in union elections or assisting in the organisation of such elections
7. Branch, area or regional meetings where the business of the union is under discussion

Time off will not be awarded for trade union activities which consist of industrial action.