Time Off and Facilities Agreement

Between

The Isle of Anglesey County Council

and

Unison, Unite, and GMB

1. Definition of Terms

Throughout this agreement:-

- The “Authority” refers to the Isle of Anglesey County Council
- The “Unions” refers to UNISON, GMB and UNITE
- “Trade union representatives” refers to an officer of the union or of a branch or section of the union, or a person elected and appointed in accordance with the rules of the union to be a representative of its members or some of them
- “Members” refers to employees of the Authority that pay membership subscriptions to one of the unions party to this agreement
- “Staff” refers to all employees of the Authority.

2. Commencement Date

This agreement originally commenced on 1st August 2011, with subsequent reviews every 3 years, and this revised version is effective from 1 October 2020. The parties to this agreement recognise the continued need to monitor and review the provision of time off and facilities for elected trade union representatives and the operation of this agreement may be reviewed outside of the normal schedule at the request of either side if elements within the agreement require amendments to ensure operational effectiveness.

3. General Principles

3.1 The Authority supports the system of collective bargaining and the principle of solving employee relations problems by discussion and agreement. 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.

3.2 The Trade Union and Labour Relations (Consolidation) Act 1992 provides the right for trade union representatives to request time off to perform their duties, to be released for training and to have access to reasonable facilities. The objective of the Facilities Agreement is to

provide a framework for reasonable and flexible arrangements, reflecting statutory provisions and ACAS recommendations, between the Authority and the recognised Trade Unions. Such arrangements will take account of the needs of the representatives and the unions they represent, together with the needs of the Authority and the services it provides. Requests will be considered on a case-by-case basis and will not be unreasonably refused.

4. Representation – Types and Roles

4.1. The provisions of this agreement shall apply to accredited representative of the Unions who have been duly elected or appointed in accordance with the rules of their unions. The Unions will determine an appropriate and reasonable number of representatives they wish to appoint having given consideration to the size and location of the membership and the duties it deems will be the expected workload associated with the role.

4.2 General trade union workforce representatives are those appointed to undertake the duties and activities outlined in paragraphs 5.2 and 11 below. In addition to these general roles, the unions may also appoint to specific roles, including:

- Branch Secretary – see section 8 below
- Union Learning Representatives – see section 7 below
- Union Health and Safety Representatives – see section 6 below
- Representatives with other special interests, such as Equality or Environmental Representatives – whilst these roles do not attract additional statutory rights above those of the general representatives, they may assist the unions to focus on specific areas of joint interest.

4.3 The unions are required to confirm to the HR service, in writing, the following information:

- On an annual basis, the name of each appointed representative and the number and location of work groups for which each representative will be responsible;
- The type of representative role held by each representative, such as union learning representative, health and safety representative, etc., together with the level of training and accredited competence for each person related to the type of role they will undertake. This includes confirmation of which representatives are accredited by the union as competent to accompany a worker or represent a union member at disciplinary and grievance meetings
- Appointment and resignation of union representatives, as and when this occurs, including the details outlined above.

4.4 Upon receipt of the name and workplace of the Trade Union Representative, their date of appointment, the type of role they will undertake, and the name of the Trade Union Representative they are

replacing, the HR service will make the necessary notifications to Services.

4.5 This information should be updated/amended as circumstances change within the year with responsibility on each of the Trade Unions to advise HR.

5. Duties within Scope

5.1. This agreement seeks to establish a formal framework in accordance with the statutory provisions and good practice. It is recognised that it is not possible to be prescriptive about all duties, activities and time required to carry them out.

5.2 Legislation draws a distinction between “duties” and “activities”. The right to **paid** time off arises from the performance of union duties and not merely from taking part in union activities (see section 11 below). Accredited representatives will be permitted paid time off during working hours to carry out duties that are concerned with collective bargaining and representation of individual members including:

- 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, sickness, capability/performance and grievance matters.
- Duties associated with an employee’s membership or non-membership of the trade union
- Machinery for negotiation or consultation and other procedures; procedures for collective bargaining, disputes, joint consultation, communicating with members and other trade union officers.

5.3 In relation to these duties, accredited representatives are entitled to reasonable time off to prepare for and perform these duties, access to relevant information and facilities, the ability to meet and communicate with members, and time off to receive training in relation to their role. These entitlements are outlined in further detail in subsequent parts of this agreement.

5.4 In addition to the above duties associated with collective bargaining and general representation, those undertaking specific and specialist roles such as those described in 4.2 above, may have additional duties within scope and additional training requirements. These are broadly outlined in sections 6, 7 and 8 below.

5.5 The Authority expects that duties regionally or nationally will be undertaken by a regional officer, unless it relates to a specific topic which has a direct correlation to a recognised post holder within the

Authority, e.g. Union Learning Representative, Health and Safety Representative, or unless local branch members have been elected to represent the branch on external trade union committees/bodies.

6. Health and Safety Representatives

6.1. The trade unions will be responsible for the appointment of Health and Safety representatives. The Authority will allow safety representatives paid time off as is necessary and reasonable for the following:

- Performing their functions under health and safety legislation;
- Undergoing training to carry out their duties and responsibilities;
- Attending health and safety meetings at local, regional and national levels where appropriate.

6.2 The number of health and safety representatives should be reasonable to the Authority and should reflect of the total numbers employed, the variety of different occupations and the size of the workplace and the variety of workplace locations.

7. Trade Union Learning Representatives

7.1. Accredited Union Learning Representatives (ULRs) will be allowed reasonable paid time off for the following purposes:

- Consulting the Authority's management in relation to such activities as listed below to avoid duplication and ensure consistency of approach.
- Identifying and analysing learning or training needs;
- Providing information and advice about learning or training matters;
- Arranging learning and training;
- Preparation in relation to such activities;
- Undergoing training to carry out their duties and responsibilities.

7.2 The number of ULRs should be reasonable to the Authority and should reflect of the total numbers employed, the variety of different occupations and the size of the workplace and the variety of workplace locations.

8. Branch Secretaries

8.1 Having regard to the size and membership of each of the recognised unions, if the Trade Unions elect an employee as a Branch Secretary, such an official will be entitled to reasonable paid time off to perform the duties listed in 5.2 above, subject to a balance of employer/employee needs. The Authority currently funds a part-time Branch Secretary role, however this arrangement is reviewed on an annual basis.

9. Time Off for Trade Union Duties

9.1 Employees who are official representatives of an independent trade union recognised by the Authority are entitled to reasonable time off during working hours to carry out trade union duties noted in 5.2 above. Any further paid time off requested in exceptional circumstances would need to be discussed with the relevant Head of Service and Head of Profession – Transformation & HR.

9.2 The actual amount of time off with pay required by trade union representatives will depend upon the nature and demands of representatives' roles and be subject to the needs of the service. It is envisaged that at times relatively few hours will be required, and that similarly there may be other times, such as during restructuring consultation periods or when TUPE transfers are planned, when more time may be required.

9.3 The Authority will arrange to meet with recognised trade unions on a regular basis to provide an opportunity to proactively discuss employment relations matters, encompassing (as opposed to in addition to) consultation or negotiation relating to any or all of the topics covered by this agreement. Whilst the frequency of this is flexible, it is envisaged that this should not be more frequently than once every three months, unless the Authority is involved in significant change affecting employees, in which case more frequent dialogue may be required. It is expected that each union will be represented by not more than two representatives (including one official) at such meetings.

9.4 It is essential that all time off is formally requested and accurately recorded, in accordance with the process outlined in section 10 below. If managers are concerned about the amount of time off being requested or if trade union representatives are concerned about requests being refused, they should consult their HR Officer who will discuss the situation with the relevant TU regional officer and Head of Profession – Transformation & HR. Internal resolution is encouraged, however, ultimately an official of a recognised trade union may present a complaint to an Employment Tribunal if they believe the employer has failed to grant time off permitted by legislation.

9.5 The Authority will not pay salary to representatives for any time spent on trade union duties outside of their normal working hours, unless approved by the Head of Profession – Transformation & HR.

9.6 The Authority will not permit paid time off for furtherance of or undertaking industrial action, however the Head of Profession – Transformation & HR will give positive consideration to approval of branch meetings to consider industrial action being within working time, subject to 9.7 below.

9.7 The local branch should ensure that representatives' roles are monitored to minimise unnecessary duplication of duties. Management and the Trade Unions have a joint responsibility to agree mutually convenient arrangements that minimise the effect of any absence from the workplace and consequential impact on service delivery. This includes, for example, holding workplace meetings with members at the end of a shift, working day or during a meal break, wherever possible. It is acknowledged that where training is concerned the time and venue will often be determined by external factors and therefore the ability to minimise the affect may be constrained.

10. Process

10.1 All requests for time off to carry out official union duties, including unpaid time off for representatives undertaking trade union activities, should be made on the appropriate form as attached at Appendix A. All requests for time off to undergo training should be made on the appropriate form as attached at Appendix B.

10.2 Requests for time off for trade union training shall be submitted by the Trade Union to the relevant Head of Service/ Manager where possible no less than **1 month** prior to the commencement of the training in question. The Head of Service/Manager shall, following consideration of the exigencies of the service, inform the Trade Union whether or not the request can be agreed, within **7 calendar days** of the original request.

10.3 Requests for time off for Trade Union duties or activities that are likely to exceed **1 hour** in duration (including travel time) shall be submitted giving, where possible, a minimum of 5 days' notice using the agreed form (see Appendix A) to the appropriate line manager.

10.4 The Authority acknowledges that, on exceptional occasions, time off is required to allow a duty to be undertaken which will be less than 1 hour or where no notice can be given. In such circumstances the Trade Union Representative shall endeavour, where possible, to obtain approval. The needs of the service must take priority at all times. In exceptional circumstances, where it is not possible to obtain prior approval, Trade Union representatives should inform their line manager of the time incurred as soon as possible by utilising the agreed form (see Appendix A).

11. Trade Union Activities

11.1 Employees who are members of a recognised trade union are permitted reasonable unpaid time off during working hours to take part in any trade union activity (see 11.2 below). They are also permitted to take reasonable time off during working hours for the purposes of accessing the services of a Union Learning Representative (provided

those services are services for which the Union Learning Representative is entitled to time off).

11.2 Examples of trade union member activities include:

- Attending workplace meetings to discuss and vote on the outcome of negotiations between the trade union and the Authority
- Meeting trade union representatives and officials to discuss issues relevant to the workplace (such as those listed in 5.2 above)
- Voting in union elections
- Having access to services provided by a Union Learning Representative.

11.3 Where the member is acting as a representative of a recognised union, activities can be, for example, taking part in:

- Branch, area or regional meetings of the union where the business of the union is under discussion
- Meetings of official policy making bodies such as the Executive Committee or Annual Conference
- meetings with full time officers to discuss issues relevant to the workplace

11.4 There is no right to time off for trade union activities which themselves consist of industrial action.

11.5 Time off for trade union activities, for employees who are members of a trade union or an accredited representative, is without pay. Representatives should request unpaid time off in accordance with the process outlined in section 10, to enable overall monitoring of time off to be undertaken accurately. Employees who are members of a trade union are not required to follow this process, but are required to follow normal processes for requesting unpaid time off from work.

12. Cover and Backfill

12.1 Time off for union duties and activities must always take into consideration the needs of the service. During the approved absence of Trade Union representatives carrying out their responsibilities under this agreement, the Authority will wherever possible make every effort to provide alternative cover at the representative's workplace. However it is recognised that this will not always be possible.

12.2 Where special/joint projects are undertaken consideration will be given to identifying and agreeing additional facilities arrangements for representatives, if required, taking particular account of the need and affordability of backfill.

13. Trade Union Facilities

13.1. The authority recognises that all Trade Union Representatives, in pursuance of their duties that relate directly to the Authority and in order to perform their duties efficiently and to communicate effectively with members, lay officials and full time officers, require use of certain facilities depending on the nature of their duties.

13.2. The facilities should, wherever possible include:

- Free use of meeting rooms in Authority establishments during the normal working day where normally no charge is levied. This is subject to normal booking arrangements and courtesies, and no guarantee or priority status can be afforded;
- Office accommodation, if available, proportional to trade union membership; for the future, the Council's Smarter Working Strategy, where office space is at a premium, may mean that Trade Unions will need to "hotdesk" or share office space.
- Use of telephone – reasonable access to privacy;
- Access to photocopying facilities subject to annually reviewed budget;
- The use of noticeboards as available and appropriate;
- Access to the Authority's IT systems, faxes and the e-mail system, subject to the Authority's IT Security Policy and that such systems are not used in furtherance of a trade union industrial action dispute except for purposes of ensuring effective means of communication between the employers and the trade unions;
- Provision of all the Authority's Policies and Procedures to all new accredited Trade Union representatives, wherever possible, via reasonable access to the Authority's Intranet.

13.3 The use of any and all facilities provided by the Authority will be monitored and reviewed in accordance with the Council's policies and processes, and subject to periodic consideration of feasibility and affordability. The Council may charge the Trade Unions for use of telephone and photocopying facilities if monitoring reveals high usage and associated costs. In addition, all facilities are subject to normal rules, policies and processes for proper use in accordance with the Council's policies and processes. In monitoring usage, the Authority will be mindful of the need for confidentiality and respect for sensitive personal data in relation to trade union members.

14. Review

14.1 The operation of this Agreement may be reviewed at the request of either side and in any event every 3 years. In the event of any review not producing an agreement, Trade Union time off will be determined in accordance with the ACAS Code.

15. Disputes/Appeals

15.1. In the case of a dispute in relation to the operation of this Agreement, the matter, in the first instance, will be referred by the appropriate Head of Service to the Head of Profession – Transformation & HR who will consult with the relevant Trade Union's full time regional officer as appropriate with a view to resolving the matter.

15.2. If this proves unsuccessful, the relevant Head of Service, together with the Head of Profession – Transformation & HR will, in accordance with any advice contained within the ACAS Code, consider the interpretation of the agreement.

This Agreement supersedes any other agreement, policy, procedure, practice or reference in other documents to HR arrangements for determining trade union time off and facilities.

October 2020 (MD)

APPENDIX A

CAIS AM AMSER I FFWRDD AR GYFER DYLETSWYDDAU / GWEITHGAREDDAU UNDEB LLAFUR
REQUEST FOR TIME OFF FOR TRADE UNION DUTIES / ACTIVITIES

Dylai'r ffurflen hon gael ei rhoi i'ch rheolwr 5 diwrnod cyn yr amser lle mae angen amser i ffwrdd o'r gwaith, gyda thâl neu yn ddi-dâl /
This form should be submitted to your manager 5 days before time off, paid or unpaid, is required

Manylion Personol / Personal Details	
Enw'r Cynrychiolydd Undeb Llafur / Trade Union Representative's Name	
Gwasanaeth/Service	
Enw'r Rheolwr Llinell / Line Manager's Name	
Manylion Amser i Ffwrdd / Time Off Details	
Dyddiad(au) amser i ffwrdd sydd ei angen / Date(s) time off required	
Amser o'r dydd/amcangyfrif oriau / Time of day / estimated hours	
Dyddiad disgwylir yn ôl i'ch gwaith / Expected date of return to duties	
Amser disgwylir yn o'i i'ch dyletswyddau / Expected time of return to duties	
Rheswm angen amser i ffordd (Rhoddwch fanylion llawn ynghyd a lleoliad / Reason for time off (Please provide full details including location)	
Amser i ffwrdd gyda thâl *(i ymgymryd a dyletswyddau)* neu'n ddi-dâl *(i ymgymryd a gweithgareddau)* sydd ei angen / Paid *(to undertake duties)* or Unpaid *(to undertake activities*) time off required	
Llofnod cynrychiolydd yr undeb llafur / Signature of trade union representative	
Dyddiad y cais / Date of request	
I'w gwblhau gan y Rheolwr Llinell / This section to be completed by the Line Manager	
Cymeradwyid y cais / Application approved	Ia/Na Yes/No
Ni chaniateir, rhoddwch reswm / Where rejected, please state reasons	
Llofnod y Rheolwr / Signature of Manager	
Dyddiad y penderfyniad / Date of Decision	

Cedwir un copi ffeil, un copi i'r ymgeisydd. Copi ar wahân i bwrpas taliadau cyflog os yw'r cais yn cael ei chaniatáu / Manager to retain one file copy, one copy to be provided to applicant. A separate copy is to be provided for payroll purposes where permission for unpaid time off is granted

APPENDIX B

CAIS AM AMSER I FFWRDD AR GYFER GWEITHGAREDDAU HYFFORDDI A DYSGU UNDEB LLAFUR
REQUEST FOR TIME OFF FOR TRADE UNION TRAINING & LEARNING ACTIVITIES

Dylai'r ffurflen hon gael ei rhoi i'ch rheolwr mis cyn y cwrs/gweithgaredd hyfforddi, lle mae angen amser i ffwrdd o'r gwaith, gyda thâl neu yn ddi-dâl /
This form should be submitted to your manager one month before the course/training activity where time off, paid or unpaid, is required

Manylion Personol / Personal Details	
Enw'r Cynrychiolydd Undeb Llafur / Trade Union Representative's Name	
Gwasanaeth/Service	
Enw'r Rheolwr Llinell / Line Manager's Name	
Manylion Amser i Ffwrdd / Time Off Details	
Teitl Cwrs / Course Title	
Dyddiad(au) amser i ffwrdd sydd ei angen / Date(s) time off required	
Lleoliad / Location	
Trefnydd y Cwrs / Course Organiser	
Disgrifiwch/Eglurwch yn fras sut mae'r cwrs yn berthnasol i'ch dyletswyddau fel stiward/swyddog undeb llafur / Briefly explain/describe how the course is relevant to your duties as trade union officer/steward	
Llofnod / Signature	
Dyddiad y cais / Date of request	
I'w gwblhau gan y Rheolwr Llinell / This section to be completed by the Line Manager	
Cymeradwyid y cais / Application approved	Ia/Na Yes/No
Ni chaniateir, rhoddwch reswm / Where rejected, please state reasons	
Llofnod y Rheolwr / Signature of Manager	
Dyddiad y penderfyniad / Date of Decision	

Cedwir un copi ffeil, un copi i'r ymgeisydd. Copi ar wahân i bwrpas taliadau cyflog os yw'r cais yn cael ei chaniatáu / Manager to retain one file copy, one copy to be provided to applicant. A separate copy is to be provided for payroll purposes where permission for unpaid time off is granted