

HR Employment Policy & Procedures

Trade Union Recognition and Facilities Agreement

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The behaviours outlined in the ACHIEVE Framework should be reflected in the application of this Policy.

Document Management - Version Control

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TRADE UNION RECOGNITION AND FACILITIES AGREEMENT

1.0 INTRODUCTION

- 1.1 West Dunbartonshire Council's Trades Unions withdrew from the previously agreed partnership. However, the Health and Safety Partnership Agreement and Health and Safety Charter, which supports the Council's commitment to working in partnership with the recognised Trade Unions to promote and develop good health and safety practices is protected.
- 1.2 Despite the above, the Council is committed to the principles enshrined in the former agreement as being indicative of good practice. It is for the trades unions to determine their own commitment here.
- 1.3 The Council also recognises that Trade Union Officials, Safety Representatives and Learning Representatives are entitled to reasonable time off to fulfill their functions and to undertake approved training relevant to those functions. The purpose of this Facilities Agreement is to establish recognised and mutually agreed practice for:
 - Trade Union Recognition
 - Time Off for Trade Union Duties, Activities and Training

2.0 TRADE UNION RECOGNITION

- 2.1 The Council believes in the principle of collective bargaining at local level and formally recognises the following Trades Unions:-
 - EIS
 - GMB Scotland (*General Municipal and Boilermakers Union*)
 - NASUWT (*National Association of Schoolteachers/Union of Women Teachers*)
 - SSTA (*Scottish Secondary Teacher's Association*)
 - UNISON
 - UNITE (including UCATT)
- 2.2 The Recognition Agreement underpins the legislative framework which provides Trades Unions with statutory rights which include the following:-
 - Entitlement to receive information for collective bargaining purposes;
 - The right to be consulted on the handling of redundancies and transfer of undertakings;
 - The right of officials to request reasonable time off work to carry out trade union duties, and undertake trade union training;

- The right of ordinary members to have time off for union activities;
 - The right to appoint Safety Representatives;
 - The right to appoint Union Learning Representatives.
- 2.3 Trade unions should ensure that officials are aware of their role, responsibilities and functions and ensure that officials receive any appropriate written credentials promptly.

3.0 DEFINITIONS

- 3.1 A trade union official is defined as an employee who has been elected in accordance with the rules of a trade union, recognised by the Council, to be a representative of all or some of the union's members in a particular work area or workplace.
- 3.2 A safety representative is defined as an employee elected in accordance with the rules of a trade union, recognised by the Council, to represent a group or groups of employees in accordance with the Safety Representatives and Safety Committee Regulations 1977.
- 3.3 A trade union learning representative is defined as an employee elected in accordance with the rules of a trade union, recognised by the Council and their main function is to advise union members about their training, educational and development needs.

4.0 TRADE UNION CONVENORS

- 4.1 The Council recognises the importance of partnership working and provides facilities for 3.6 FTE Convenors, who will represent local government employees including craft workers, teachers and Chief Officials. The Convenor, whose duties will be defined by the Trade Union, will receive payment at the rate of their substantive post. The number of Convenors will be reviewed periodically.
- 4.2 At the end of the term, the Convenor will have the right to return to their substantive post or, where this is unavailable, a suitable alternative at the same grade will be offered in line with the relevant policies. In the event that the outgoing convenor has been away from their substantive role and/or profession for a lengthy period, the individual circumstances, skill and support requirements will be discussed and considered in conjunction with the Chief Officer – People and Technology.
- 4.3 In the event of the long term absence of the Convenor, consideration may be given to the temporary appointment of a Vice-Convenor. This issue should be raised with the Chief Officer - People and Technology in the first

instance, and approval will be sought from the Chief Executive for the temporary appointment in accordance with the relevant policies.

5.0 NOTIFICATION OF APPOINTMENTS

- 5.1 A list of accredited trade union officials, safety representatives and union learning representatives will be maintained by the Trade Union and notified to the Chief Officer - People and Technology annually, identifying the individual, role, and the workplace or occupational group they are representing. Any changes to the list during the year should be notified by the Trade Union in the same manner.
- 5.2 In addition to 5.1, when an employee is elected as a Trade Union official, safety representative or union learning representative, the Trade Union should ensure that the employee's line manager is notified.

6.0 TIME OFF FOR TRADE UNION DUTIES/ ACTIVITIES

Duties

- 6.1 In accordance with the ACAS Code of Practice, *Time Off for Trade Union Duties*, employees who are officials of a recognised trade union are permitted reasonable time off during working hours to carry out trade union duties.
- 6.2 Officials are entitled to time off where the duties are concerned with:
- negotiations with the Council about matters which fall within section 178(2) of the Trade Union and Labour Relations (Consolidation) Act 1992 (TULR(C)A and for which the union is recognised for the purposes of collective bargaining, or;
 - any other function on behalf of employees of the Council who are members of the union, which are related to matters falling within section 178(2) TULR(C)A and which the Council has agreed the union may perform.

Activities

- 6.3 Where the member is acting as a representative of a recognised union time off with pay will be granted for trade union activities including:
- 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 officials to discuss issues relevant to the workplace;
- Official meetings with management;
- Representing/accompanying their union members at meetings/hearings as appropriate e.g. disciplinary, grievance, wellbeing meetings;
- JCC Forums;
- Approved training courses relevant to the duties as a trade union representative; and
- Induction courses for recruitment purposes.

Training

- 6.4 Trade Union officials are permitted reasonable time off with pay during working hours to undergo training relevant to the carrying out of their trade union duties. These duties must be concerned with:
- Negotiations with the employer about matters which fall within section 178(2) TULR(C)A and for which the union is recognised to any extent for the purposes of collective bargaining by the employer; or
 - Any other function on behalf of employees of the employer which are related to matters falling within section 178(2) TULR(C)A and which the employer has agreed the union may perform.
- 6.5 Training should be in aspects of employment relations relevant to the duties of an official, and the training must be approved by the Trades Union Congress (TUC) or by the independent trade union of which the employee is an official.
- 6.6 The Trade Union must provide the Council with as much notice as possible that the employee will be undergoing training, date of training and details of the training.
- 6.7 There is no right to time off for trade union activities which consist of any form of industrial action.
- 6.8 Trade Unions recognise the responsibility on management to maintain levels of service and the requirement to make organisational and operational arrangements to cover time off. Whilst time off requests shall normally be supported, each request for time off must be considered in the light of the operational requirements of the service, and will not unreasonably be refused.
- 6.9 Any dispute which may arise concerning the level of Trade Union representation will be discussed with the Chief Officer - People and

Technology, the relevant service Chief Officer and the full-time official of the union involved with a view to resolving the matter.

7.0 PAYMENT FOR TIME OFF FOR TRADE UNION DUTIES/ ACTIVITIES

- 7.1 Where workplace meetings are requested Managers and Unions should be flexible and seek to agree a mutually convenient time which minimises the effect on service delivery, for example:
- Towards the end of a shift or the working week;
 - Swapping working days;
 - Avoiding working days where possible;
 - Before or after a meal break;
 - Holding mass/larger meetings out-with normal working hours, if appropriate.
- 7.2 Payment will be made for time off for trade union duties undertaken when the official would have been at work. Payment will be the amount that the individual would have earned had they worked during the time off taken. This will include all contractual elements.
- 7.3 There is no statutory requirement to pay for time off where the duty is carried out at a time when the official would not otherwise have been at work unless the official works flexible hours, such as night shift, but needs to attend. Employees who work part-time will be entitled to be paid if employees who work full-time would be entitled to be paid. In such cases the employee will receive additional hours at plain time, however this will not exceed the daily full-time equivalent hours for the post.
- 7.4 Trade Union officials who are requested by management to attend meetings, or carry out other duties, during a period of authorised annual or flexi leave will do so in their own time, unless they have obtained prior authorisation to attend.
- 7.5 Trade Union Learning Representatives will be granted reasonable time off to undertake the duties of a Union Learning Representative. To qualify for paid time off the member must be sufficiently trained to carry out duties as a Learning Representative. Duties include:
- Analysing learning or training needs;
 - Providing information and advice about learning or training matters;
 - Arranging learning and training;
 - Promoting the value of learning and training;
 - Consulting the employer about carrying out any such activities;

- Preparation to carry out any of the above activities;
- Undergoing relevant training to carry out their duties and responsibilities.

8.0 PROCEDURE FOR REQUESTING TIME OFF

- 8.1 The Council recognises the importance of an effective time-off agreement and the amount, and frequency, of time off should be reasonable in all circumstances.
- 8.2 The Council and Trades Unions agree that established procedures relating to how time off requests are submitted will assist the proper consideration of all such requests. The Trades Union are committed to ensuring that the requests are submitted in accordance with this agreement and will actively promote same within their respective branches.
- 8.3 Requests for time off should be made using the online [Request for Time Off Form](#). This will automatically be submitted to the Trade Union Representative's line manager. Representatives should ensure that they have -
 - Given as much notice as possible;
 - Stated the purpose of the time off;
 - Stated the intended location of the duties;
 - Indicated the timing and expected duration of the time off required, including travelling time;
 - Confirmed that their Union support their attendance details of the programme if available.
- 8.4 Where the application relates to a schedule of meetings, this should be requested and agreed in blocks.
- 8.5 When considering whether requests for time off can be granted consideration will be given as to the reasonableness of the request, for example to ensure adequate cover within a section, safety reasons or service delivery. Reasonable time off for the purpose identified will be granted subject to exigencies of the service, and will not be unreasonably refused. Line managers need to consider each application for time off on its merits; they should also consider the reasonableness of the request in relation to agreed time off already taken or in prospect.
- 8.6 Union representatives should minimise service disruption by being prepared to be as flexible as possible in seeking time off in circumstances where the immediate or unexpected needs of the business make it difficult for colleagues or managers to provide cover for them in their absence.

Equally line managers should recognise the mutual obligation to allow union representatives to undertake their duties.

- 8.6 Where permission to take time off is withheld, an explanation for the reason will be provided by the line manager and a copy of the request form must be passed to the Chief Officer - People and Technology and the Trade Union Convener.
- 8.7 Where the trade union representative is dissatisfied with the reasons provided, through informal discussions with the Chief Officer - People and Technology, they will have the right to raise a complaint against the decision. Every effort shall be made to resolve the complaint speedily.
- 8.8 The line manager must ensure payroll are notified by of any unpaid leave deductions

9.0 DEALING JOINTLY WITH COMPLAINTS

- 9.1 All parties recognise the importance of working together, building effective working relationships and treating each other with mutual respect. Where the conduct, or behaviour, of an individual in a representative capacity of the Trade Union is viewed as inappropriate, the matter will be reported to the appropriate Convenor, by the appropriate Chief Officer. Concerns regarding the Convenor will be reported to the Regional or National Officer of the appropriate union.
- 9.2 The Trade Union will acknowledge receipt of the complaint, within 5 working days and notify the Chief Officer and will follow their recognised internal procedure for dealing with complaints.
- 9.3 Following notification of the complaint, it will be for the Trade Union to take any action it deems appropriate. The Trade Union will contact the Chief Officer who raised the complaint once any investigation has been completed and advise if appropriate has been taken. There is no obligation on the Trade Union to detail the outcome or action taken as a result of the investigatory process.
- 9.4 Where a Trade Union representative considers an employee or manager has acted unreasonably to them in their Trade Union role then this matter should be reported to the appropriate Chief Officer through the relevant Trade Union Convenor.
- 9.5 The Chief Officer will acknowledge receipt of the complaint, within 5 working days and follow Council procedure in dealing with complaints.

- 9.6 Following receipt of the complaint, it will be for the Chief Officer to take any action they deem appropriate. The Chief Officer will contact the appropriate Convenor once any investigation has been completed and advise if appropriate has been taken. There is no obligation on the Chief Officer to detail the outcome or action taken as a result of the investigatory process.
- 9.7 Trade Unions officials, health and safety representatives and learning representatives have the right to complain to an employment tribunal for an alleged breach of time off provisions. However, all parties agree that every effort should be made to resolve any points of issue internally and as quickly as possible, in conjunction with the Chief Officer - People and Technology.

10.0 FACILITIES

- 10.1 The Council recognises that providing facilities will enable the Trades Unions to perform their duties more efficiently and communicate more effectively with their members, and full-time officers. Where resources permit Trades Unions will be provided with:
- (a) office accommodation
 - (b) office equipment, including desk(s), filing cabinets, telephone line, computer
 - (c) the use of notice boards, and other forms of electronic communications such as email and intranet/internet
- 10.2 The agreement in relation to trade union officials/representatives and learning or safety representatives within Education will be maintained.

11 AMENDMENT OR REVIEW OF AGREEMENT

- 11.1 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.
- 11.2 The policy will be updated to incorporate any relevant change to legislation or best practice as required.

