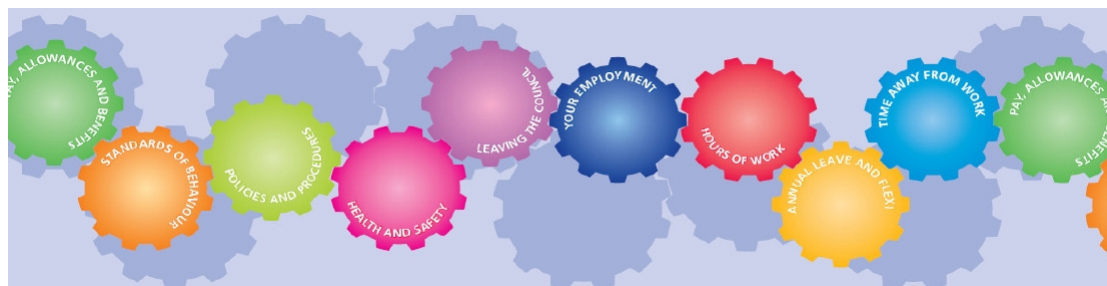


Trade Union Facilities Agreement

January 2012



LONDON BOROUGH OF HAMMERSMITH AND FULHAM

FACILITIES AGREEMENT

1 SCOPE OF THE AGREEMENT

- 1.1 The trades Unions recognised by this Authority for collective bargaining purposes are those with a right to representation on the Employees' Side of the appropriate National Negotiating bodies relating to local government service and craft employees. A Union will be recognised for only those employees within the scope of that negotiating body. [See Appendix A for a list of recognised Trade Unions.]
- 1.2 The Council agrees that it will not collectively negotiate with trade unions not listed in this agreement, they may however be recognised for the purpose of individual representation of members of staff. The Council will comply with the Employment Relations Act (ERA) 1999 on the recognition of trade unions, which are not currently recognised as well as any future changes as part of the Information and Consultation Directive 2005 to the existing negotiating structure.
- 1.3 Any agreement reached within these arrangements shall apply to all staff covered by these arrangements.
- 1.4 This Agreement replaces all other policies relating to trade union facilities, including 'Structure of Trade Union Representation and Time Off Provision for the General Unions' and 'Time Off Facilities for Union Activities'.

2 THE GENERAL PRINCIPLES

- 2.1 This agreement sets out the agreed procedures governing the conduct of relations between the London Borough of Hammersmith and Fulham and the trades unions.
- 2.2 The Council and trades unions accept the importance of good industrial relations to the efficient and effective conduct of the Council. The trades unions recognise the responsibility of management to plan, organise and manage the operations of the Council. Management recognises the responsibility of the trades unions to safeguard their members' interests by seeking to maintain, and where possible improve their conditions of service, and to advise and represent member(s).
- 2.3 Both parties support a system of joint consultation and negotiation to further their mutual and respective objectives. The trade unions will exhaust all procedures set out in this document before resorting to industrial action.

- 2.4 For its part the trade unions undertake to keep requests for time off and other facilities to the level necessary efficiently to perform its employee relations role within the Council.
- 2.5 Both parties support the principles of the “ACAS Codes of Practice on Time Off for Trade Union Duties and Activities and on Disclosure of Information”.

3 ACCREDITED TRADE UNION REPRESENTATIVES

- 3.1 For the purpose of this agreement all trade union officials must be current employees of the Council.
- 3.2 The election of accredited Trade Union representatives will be in accordance to the rules of the union. Any active recruitment campaigns should be undertaken outside of normal working hours and union officials do not qualify for paid time off for this activity.
- 3.3 The Union will notify the Assistant Director - Human Resources of all properly appointed Trade Union Officials. Only Officials accredited in this way will be recognised by the Authority as accredited Trade Union Officials. The Assistant Director - Human Resources will raise with the District Officer any concerns with regard to such notification.
- 3.4 The Union will notify the Assistant Director - Human Resources of any alteration or amendment to its Trade Union Officials.
- 3.5 When a trade union representative is nominated, elected and recognised into the role, their name will be entered on the corporate register. The information on this register will be retained in order to:
- Record the eligibility of individuals requesting appropriate facilities
 - Facilitate the accurate distribution of communications to all officials
 - Record the geographical and departmental sphere of representation for the purposes of effective consultation.
- 3.6 The recognition of a trade union representative will be agreed on the basis that they will only represent the service area for which they have been nominated, commonly known as their 'constituency'.
- 3.7 The Assistant Director - Human Resources will notify Departmental Managers of all accredited Trade Union Officials.
- 3.8 Management will recognise all accredited Trade Union Officials in accordance with the authorisation given to those Officials by their Branch and as notified by the Assistant Director - Human Resources.
- 3.9 The Council will recognise as Local Branch Officials only current employees of the Council.

- 3.10 The Council recognises that Union representatives fulfil an important role and their duties as Union representatives will no way prejudice their career prospects or employment with the Council.
- 3.11 The Council recognises the importance of seeking and reaching resolution to conflict, as close to the point of origin as possible. To this end management and the trades union representatives will endeavour to use the local negotiating machinery to consult and resolve disputes, and where this fails, both sides will use the formal departmental (DNC's) and corporate negotiating machinery in attempting to reach resolution.

4 FACILITIES

- 4.1 The Council will make available to the accredited representatives and officials of the Unions, for the purpose of carrying out their agreed functions, the following:
- The use of telephones
 - The use of email restricted to communications directly relating to the Council as an employer.
 - The provision and use, by agreement, of an Intranet location solely for Trade Union purposes as part of the Council's web site.
 - The provision of and use, by agreement, of notice boards solely for Trade Union purposes on Council premises
 - Facilities for representatives or officials to interview individual members in privacy
 - Facilities for the holding of meetings between members and representatives for official and educational purposes
 - Facilities for meeting with full-time officials of the Union
 - An office solely for the use of Unions, and storage facilities so that documents can be kept in private.
 - Facilities to enable Union's elections to take place during working hours
 - The use of reasonable photocopying and postal facilities
 - Access to managers to make representations on behalf of the Union or its members.
- 4.2 It is important to note that some of the above facilities may need to be shared among the trade unions due to lack of availability e.g. office accomodation, I.T. equipment, notice boards within a specific department / work section.
- 4.3 The use of these facilities by the trades unions and their representatives are for the provision of communication, advice and guidance abd should not be used for political activity or political purpose.

5 TIME OFF FOR TRADE UNION DUTIES

- 5.1 The central principle of this policy is to set out the level of paid time off which the Council considers reasonable to grant in accordance with the statutory framework provided by the ACAS Code of Practice, the Trade Union and Labour Relations (Consolidation) Act, 1992 and the Health and Safety at Work Act, 1974. It is for Management to determine, in accordance with these guidelines, the appropriate level of reasonable paid time off, which will depend upon factors such as - the nature and complexity of the task or issue involved, the size of the local shop, and whether the workforce is dispersed or not. .
- 5.2 Time off will be granted to Trade Union Officials for duties which are connected or related to the following:
- 5.2.1 Representation
- Of individual members to line management on matters of individual grievance, discipline, sickness, poor performance, and the application of redundancy or reorganisation procedures
 - Of individual members on engagement or non-engagement, or termination or suspension of employment or the duties of employment of one or more workers
 - Of individual members on allocation of work or the duties of employment as between workers or groups of workers
- 5.2.2 Information and consultation
- On trade union membership or non membership
 - On facilities for officials of trade unions
 - On matters likely to affect their interests and answering queries regarding terms and conditions of employment or the physical conditions in which workers are required to work.
- 5.2.3 Investigation
- Obtained relevant information in support of Grievance, Harassment and Health and Safety
- 5.2.4 Attendance at meetings
- Called by Departmental Managers or Directors, or by the Head of Corporate Human Resources e.g. Joint DNC – where time off to attend will be granted to those representatives who are formally constituted to attend.,
 - Meetings with members of staff and management to seek to resolve disputes within Department, and meetings related to management proposals affecting the Section(s) or Department(s) for which the official is responsible e.g. Departmental Shop Stewards Committee, DNC's
 - Meetings with full time District/Regional Union Officials on matters which are concerned with Industrial Relations between the Union and the Council

- Branch Executive Committee Meetings
 - Meetings of outside bodies which are directly linked to the negotiating machinery of Local Government
- 5.3 Shop stewards will approach their supervisor with adequate notice i.e. no less than 2 working days unless in exceptional circumstances, to ensure that time off sought will not disrupt services. If management is unable to grant time off, a suitable alternative time will be agreed.
- 5.3.1 The number of union officials granted time off for these purposes will be subject to reasonable limits and must be agreed in advance with management. Shop stewards will be appointed to a defined constituency recognised by management. Appointment will be on the basis of approximately 1 steward for 50 members dependent on the type of workplace and location.
- 5.4 Meetings called by management would have priority over Trade Union organised meetings, accepting that this expectation will depend upon the importance of the meetings and where it is known that a planned prior commitment exists.
- 5.5 Consent shall not be given in any circumstances where industrial action is being considered by the trade unions. Unions will forward the agenda items for discussion at the meetings at the same time requests for meetings are sought. This is to enable time off to be agreed where appropriate and management informed to ensure continued service delivery and staff cover whilst Union members attend such meetings.

6 TIME OFF FOR MEETINGS

- 6.1 Union branch meetings
- 6.1.1 A Union is permitted to hold, during working hours, one general Branch meeting (AGM) a year of all its members. Requests to hold additional branch meetings must be made with adequate notice, generally three weeks, with an absolute limit of no more than **5** per annum (inclusive of the A.G.M)
- 6.1.2 The trade Union may request time off with pay to allow employees to attend workplace meetings to discuss matters industrial relations matters including proposed changes of the organisation, structure or terms and conditions of service. Generally these meetings should start no earlier than 3:30 p.m. If meetings extend after 5.00 p.m., then all time after 5.00 pm will be in employees' own time.

- 6.1.3 When meetings are requested, as much notice as is reasonably possible and not less than 72 hours notice. The reasons for the meeting must be given in writing to the Assistant Director - Human Resources. Where less than 72 hours notice is given Assistant Director - Human Resources may assess that there is justification for the meeting going ahead and agree to the request.
- 6.2 One exception to this is Branch Meetings where a minimum of three weeks notice is required. The Assistant Director -Head of Human Resources on this occasion will either confirm the intended date is acceptable or if there are any objections, will inform the Branch Secretary of these, and require that the Branch Secretary suggest an alternative date(s) for the meeting.
- 6.2.1 Where a date and time has been agreed as mutually acceptable, the Assistant Director - Human Resources will inform departmental managers in order that arrangements can be made to allow employees wishing to attend the meeting leave of absence. Permission will not be unreasonably refused subject to the exigencies of the service and management approval.
- 6.3 Examples of meetings in which time off may be granted includes
- Section Meetings
 - Departmental Meetings
 - Self Organised Groups including Women's, Black Workers, Disability Groups, Lesbian, Gay, Bisexual and Transgender. Meetings as part of self organised groups should be no more than 2 meetings a year, starting at 3.30 p.m.
- 6.4 A general guideline is 2 meetings per member per group per year will be adequate to discuss industrial relations issues pertinent to the Trade Union.
- 6.5 Workplace meetings outside working hours
- 6.5.1 On occasion a Trade Union may request that a workplace meeting is held
- with 6.1.2 outside normal working hours. Such requests should be made in line with 6.1.2
- 6.5.2 The Assistant Director - Human Resources will consider the request and where practicable and if no expense to the Council, will agree the use of Council premises.
- 6.6 In addition the Council has locally agreed certain trade union activities for which paid release is granted.
- 6.6.1 A total of up to 10 working days for Unison and up to 5 working days for GMB and Unite during any calendar year for attendance at trade union conferences. For the purposes of this clause a calendar year

commences 1 April. If officials nominated to attend do not have full facility time (i.e. are front line staff), their release will be subject to the consent of their line manager.

7 PAYMENT FOR TIME OFF FOR TRADE UNION DUTIES

- 7.1 The Council recognises that there is a statutory requirement to pay time off to Officials for trade union duties. All paid time off which is granted must be agreed in advance by the appropriate line manager. Such permission will not be unreasonably refused subject to the needs of the service. In emergency circumstances where this can not be obtained, it is the responsibility of the trade union representative to justify the action afterwards. This paragraph does not apply to those Branch Officers granted 100% release.
- 7.2 The amount of reasonable time off allowed to prepare for and represent members at formal meetings/hearings will vary according to the nature of the meeting/hearing and the level of representation required. For guidance, we would expect a Managing Sickness Absence (MSA) Stage One meeting to require no more than 30 minutes preparation and the time necessary to hold the meeting. An MSA Stage 2 or Stage 3 meeting/hearing would require no more than one hours preparation and the time necessary to hold the meeting/hearing. Disciplinary and grievance processes will depend on the nature and complexity of the case but we would expect reasonable requests to be met positively by management. Any time off afforded to representatives may also need to take account of 'travelling time' if meetings/hearings are held away from their normal workplace.
- 7.2 Payment for time taken to undertake trade union duties will be at the rate that would have been earned had the time taken actually been worked. Where Bonus/ Performance Management Schemes are in operation payment for the time in question will be based on the average bonus earnings of the group in which the person is normally employed.
- 7.3 There is no statutory duty to pay for time off when the duty is carried out at a time the official would not otherwise have been at work. However if those duties fall outside the hours rostered for a shift worker the manager should offer time off in lieu or payment (only if this latter option does not result in contravention of the Working Time Directive). Similarly if a part time employee attends an approved training event that exceeds their normal working hours it is reasonable to pay for the time actually spent on the training.
- 7.4 When appropriate, special arrangements will be made for accredited representatives who work unsociable hours either on a regular or

rotating basis, so that their hours of work do not prevent them from carrying out their duties effectively.

- 7.5 Management will always endeavour to arrange meetings when the appropriate representatives are on duty.
- 7.6 It is the responsibility of the Union to ensure its representatives accurately record its time in accordance with Appendix B and will be made available to management.

8 REFUSAL OF FACILITIES / TIME OFF

- 8.1 Both the Council and the trades unions have a responsibility to use agreed procedures to achieve objectives, resolve problems and to avoid industrial action. There is no statutory right to time off or facilities for trade union duties which in themselves constitute industrial action. However, where an official is working positively to resolve a dispute, normal arrangements for time off with pay for the official should apply.
- 8.2 There may be occasions when, because of a serious disagreement between a union and the Council or a department, the union seeks to take action against their employer. This may be by seeking to persuade their members to take industrial action of some kind or by putting views against the Council or a department to their members or the public at large. On such occasions the Council will not agree to providing facilities or time off in furtherance of this action and Managers should consult departmental HR Relationship Managers if they are in any doubt regarding the appropriateness of a request.

9 PAID TIME OFF TO ATTEND TRADE UNION TRAINING COURSES

- 9.1 It is the responsibility of the Unions to ensure that their representatives are appropriately briefed on and trained in their duties, the rules and practices of their Unions and the appropriate agreements and procedures and the practice of industrial relations generally. The Council will assist recognised Unions to discharge their responsibility by allowing reasonable time off for representatives to take part in relevant training, whether organised by their own Unions or by other organisations. Management will, when arranging rotas, allow rest period before and after such training.
- 9.2 Payment for time off for training is identified in 7.2.
- 9.3 When a need for training has been identified, the Union will inform Management at least four weeks in advance of the date of the course. This should include the nature and full details of the course, as well as the names, designation, unit name and location of those requesting time off.

- 9.4 Leave will not be unreasonably refused but is subject to the exigencies of the service. Management will act promptly on receipt of such requests for leave.
- 9.5 If difficulties arise the matter will be referred to the Assistant Director - Human Resources and the full time officer of the relevant union.
- 9.6 The Council will not meet the travelling and subsistence expenses of Trade Union members who attend such courses.

10 TIME OFF FOR TRADE UNION ACTIVITIES

- 10.1 **There is no statutory requirement that union members or representatives be paid for time off taken on trade union activities.**
- 10.2 The Council recognises its statutory obligations to allow a member of a recognised independent Trade Union reasonable time off during working hours for the purpose of undertaking Trade Union activities.
- 10.3 As with trade union duties, the agreement to take time off must be sought prior to the event.
- 10.4 Trade union representatives and members may be allowed time off without pay to participate in trade union activities which do not specifically affect this Council. Examples of such trade union activities could include:-
- Collection of trade union subscriptions
 - Meetings with other trade union representatives convened to discuss issues which are not directly related to industrial relations in Hammersmith and Fulham
 - Clerical tasks associated with the internal administration of the union
 - Taking part as a representative in meetings of official policy making bodies of the trade union such as executive committee or annual conference
 - Representing the trade union on external bodies e.g. national bodies affecting overall trade union policy
 - Voting at the workplace in 'national' union elections or assisting in the organisation of such elections.
- 10.5 There is no right to time off for trade union activities which themselves consist of industrial action.

11 SAFETY REPRESENTATIVES

- 11.1 The role of Safety representatives (USR) is in accordance with the Health and Safety at Work Act, 1974. Their role is to:

- Investigate potential hazards, dangerous occurrences and accidents at the workplace
 - Investigate complaints from employees
 - Make representation to management
 - Carry out inspections of the workplace
 - Represent employees, individually or as groups, as part of an investigation or in consultations
 - Receive and distribute information
 - Attend meetings of the relevant safety committees
- 11.2 USR must be Council employees with some knowledge of the work undertaken by those they represent, and so far as is reasonably practicable, should normally have worked for the Council for at least two years or have two years experience in similar employment.
- 11.3 Unions will notify the Council in writing (through the appropriate channels) of the names of all the representatives accredited by the union to act in this capacity on behalf of their members.
- 11.4 Safety representatives are allowed such time off with pay as shall be necessary to undertake appropriate training and those functions described within the Regulations. (Detailed advice is available from the Health and Safety department).

12 UNION LEARNING REPRESENTATIVES

- 12.1 Both the Council and the trade unions are committed to:
- The promotion and support of lifelong learning
 - The principle of individual ownership of personal learning and development
 - Equal access to learning opportunities
 - Improved communication over learning matters
 - The benefits of such commitment to the individual and Council as a whole
- 12.2 The role of Union Learning Representatives (ULR) is to:
- Work in partnership with management to promote the value and culture of lifelong learning and development
 - Consult with management on learning and development matters
 - Support joint learning initiatives
 - Provide and disseminate information of Union learning matters
 - Promote external sources of funding to support such activities
 - Provide support and encouragement to union members in relation to learning
 - Raise awareness of union member learning needs
 - Facilitate access to learning and development opportunities for union members although they cannot legally give advice or support to non-union members.

- 12.3 ULRs must be Council employees, appointed or elected in accordance with the union's rules. The numbers of ULRs will be agreed with the unions and each department, taking into consideration such factors as employee numbers, roles and locations.
- 12.4 Unions must notify the Council in writing (through the appropriate channels) of the names of all the representatives accredited by the union to act in this capacity on behalf of members. Unions must ensure that the nominated representative meets the training condition i.e. that they are sufficiently trained to carry out their duties, or will receive such training within 6 months of being notified to the Council.
- 12.5 Learning representatives are allowed such time off with pay as shall be necessary to undertake appropriate training and carry out their duties. (Detailed advice is available through Corporate Learning and Development.)

13 RESOLUTION PROCESS

- 13.1 Every effort should be made to resolve any dispute or grievance in relation to facilities and time off for trade union officials. Both officials and line managers may request the advice of their departmental HR Relationship Manager and the Assistant Director - Human Resources should be asked to mediate in an unresolved situation. Trade union officials or members have the ultimate right to seek conciliation by ACAS or to complain through the employment tribunal process.
- 13.2 Variations to this Agreement may be made by mutual consent
- 13.3 This Agreement may be terminated by the Council or the Unions giving 6 months notice of termination in writing to the other side.

Appendix A

Signature:	Signature:
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For and on behalf of UNISON	For and on behalf of GMB
Name: _____	Name: _____

Signature:

For and on behalf of UNITE
Name: _____

Signature:

For and on behalf of LBHF COUNCIL
Name: _____

Appendix B

RECORD OF TIME OFF FOR TRADE UNION BUSINESS

-

NAME:

UNION:

ROLE:

DEPARTMENT:

SECTION:

PERIOD STARTING:

ENDING:

Date	Reason code (see below)	Start time	Finish time	Total time	Approved by line manager	Terms:	
						Paid	Unpaid

Please ensure a record of this is sent to Departmental HR

Reason codes:

A – Trade union duties (paid)

A1 External visits

A2 Authorised training

A3 Branch AGM (local agreement)

A4 Conference (part of agreed union allocation)

A5 Other matters involving individual representation
(in excess of the agreed weekly allowance for
trade union officials)

A6 Other Corporate initiatives

A7 Branch Meetings

A8 Representation of members at formal
meetings/hearings

B – Trade Union activities (unpaid)

B1 General TU workplace meetings

B2 Voting in union ballots

B3 Other