

## **LONDON BOROUGH OF BRENT**

### **TIME OFF FOR TRADE UNION DUTIES AND ACTIVITIES**

#### **1. CONTENTS**

1.1 This document sets out the agreed procedures governing the conduct of relations between the London Borough of Brent and the Union under the following headings:-

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- Time off for Meetings
- Time off to attend Trade Union Training Courses
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#### **2. GENERAL PRINCIPLES**

- 2.1 It is the spirit and intention of this agreement to maintain and further the best possible relationship between the Union and London Borough of Brent in order to advance both the work of the authority and the interests of its employees.
- 2.2 The parties therefore agree to establish a framework which includes both a formal procedure for the purposes of consultation and collective bargaining and an informal process whereby matters of concern may be dealt with effectively at the lowest possible level.
- 2.3 The Union recognises the Council's responsibility to plan, organise and manage its operations in order to maintain maximum efficiency.

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- 2.4 The Council recognises the Unions' responsibility to represent the interests of their members.
- 2.5 The Unions accept the right of management to communicate with employees.
- 2.6 The Unions will exhaust all procedures set out in this document before resorting to industrial action.
- 2.7 All parties to this agreement are committed to the development of positive policies to promote equal opportunity in employment as set out in the Authority's policy.

### **3. SCOPE OF THE AGREEMENT**

- 3.1 The 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 body. A Union will be recognised for only those employees within the scope of that negotiating body. [See Appendix 1 for list of recognised Trade Unions]

### **4. ACCREDITED TRADE UNION REPRESENTATIVES**

- 4.1 The election of accredited Trade Union representatives will be in accordance with the rules of the Union.
- 4.2 The Union will notify the Director of HR and Administration of all properly appointed Trade Union Officials. Only Officials notified in this way will be recognised by the Authority as accredited Trade Union Officials. The Director of HR and Administration will raise with the District Officer any concerns with regard to such notification.
- 4.3 The Union will notify the Director of HR and Administration of any alteration or amendment to its Trade Union Officials.
- 4.4 The Director of HR and Administration will notify Operational Strategic Directors of all accredited Trade Union Officials.
- 4.5 Directors will recognise all accredited Trade Union Officials in accordance with the authorisation given to those Officials by their Branch and as notified by the Director of HR and Administration.
- 4.6 The Council will recognise as Local Branch Officials only current employees of the Council.

### **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

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Union and Labour Relations (Consolidation ) Act, 1992 and the Health & Safety at Work Act, 1974. It is for Management to determine, in accordance with these guidelines, the appropriate level of paid time off and all other time off shall be unpaid.

- 5.2 All paid time off which is granted shall be subject to proper advance notification of absence from duties by the Trade Union Member/ Representative to the appropriate line manager, i.e. s/he must obtain the necessary prior permission from his/her manager. Such permission will not be unreasonably refused subject to the exigencies of the service. In emergency circumstances where prior permission cannot be obtained it will be for the trade union representative to justify their action to their line manager afterwards. This paragraph does not apply to those Branch Officers granted 100% release in paragraph 5.6.
- 5.3 Trade Union Officials who are granted time off with pay under these provisions will receive the pay they would have earned had they worked during their time off including, where applicable, average bonus and contractual overtime.
- 5.4 Time off with pay will be granted to Trade Union Officials for duties which are concerned with consultation and/or negotiations with the London Borough of Brent that are related or connected with the following:-
- Terms and conditions of employment including the physical conditions in which employees work
  - Engagement or non-engagement or termination or suspension of employment or the duties of employment of one or more employees
  - Allocation of work or duties of employment as between employees or groups of employees
  - Trade Union membership or non-membership
  - Facilities for trade union officials
  - Machinery for negotiation or consultation and other procedures relating to those matters including union recognition
  - Disciplinary matters including representation at disciplinary hearings etc.

**5.5 Purposes for which Time Off with pay is given**

In line with 5.4 above, time off with pay will be given for :

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- Attendance at meetings called by authorised Members of the Council, by Heads of Service or Directors or by the Director of HR and Administration
- Attendance at disciplinary hearings or interviews arranged by Management
- Meetings with members of staff and management to seek to resolve disputes within service areas, and meetings related to management proposals affecting the service or section for which the official is responsible
- Meetings with full time District/Regional Union Officials on matters which are concerned with Industrial Relations between the Union and the Council
- Attendance at meetings called by management to consider grievances
- Attendance at investigatory meetings arranged by management
- Attendance at meetings concerning job evaluation matters arranged by management
- Interviews with employees of the Council relating to discipline, incapability, grievance, conditions of employment, contractual working arrangements, application of reorganisation and redundancy procedures, job evaluation applications and appeals
- Meetings of outside bodies which are directly linked to the negotiating machinery of Local Government.

5.6 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.

5.7 Subject to the provisions of 5.5.2 above, the appointment by the Union of Local Workplace Officials will reflect the structure of the Council.

#### 5.8 **Time Off for Trade Union Officials**

Meetings called by authorised Council Members and management must have priority over Trade Union organised meetings, except where it is known that a planned prior commitment exists.

Time off with pay is granted to facilitate good industrial relations between the Council and Trade Unions. Trade Union Officials should therefore make themselves available to meet authorised Council Members and Management when requested.

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Time off with pay will not be allowed for Trade Union Activities (see paragraph 8).

5.9 Time Off for Trade Union Officials on 'Block Release'

Trade Union Officials are permitted the following amounts of time for the duties at 5.5 above, as a percentage of one full time equivalent post:

UNISON

Branch Secretary/Officer - 100%

Other branch officials up to 50%.

GMB

Branch Secretary/Officer 100%

Other branch officials up to 50%

- 5.10 Block time allocated of less than 100% shall be subject to prior agreement with the Head of Service of the hours/day(s) to be used to take the block release and the arrangements that will apply if release is requested for any other time. Any such request will be given sympathetic consideration (in giving priority to management meetings). . In the event of a disagreement, the Director of HR and Administration will make a final decision, considering all the facts.

5.11 Time Off For Safety Representatives

The Council will allow a safety representative to take such time off with pay during the employee's working hours as shall be necessary for the purpose of :-

- a) performing their functions under Section 2 (4) of the 1974 Act.
- b) undergoing such training in aspects of those functions as may be reasonable in all the circumstances.

- 5.12 Such time off as is required should be by prior permission of the Supervisor/Manager. Such permission will not be unreasonably refused, subject to the exigencies of the service.

5.13 Time Off For Other Union Officials

For Trade Union Officials not covered by specific agreements mentioned above e.g. workplace stewards, time off with pay will be granted for meetings called by Management and interviews regarding grievances etc. as indicated in paragraph 5.5 above.

## **6. TIME OFF FOR MEETINGS**

### **6.1 Union Branch Meetings**

A Union is permitted to hold, during working hours, one general Branch Meeting a year for all its members. Council accommodation will be provided free of charge. If a particular Union is not organised on a Council Branch basis then it is permitted to hold a meeting of the members of the Union who are employed by the Council.

Where it is intended to convene a Branch Meeting during working hours as above, the Branch Secretary will notify the Director of HR and Administration of the intended date of the meeting giving a minimum of two weeks' notice.

Within five working days of receiving the notification the Director of HR and Administration will either confirm that the intended date is acceptable or if there are any objections, will inform the Branch Secretary of the nature of these, and require that the Branch Secretary suggest an alternative date (or dates) for the meeting.

In relation to the above, if necessary, there will be discussions between the Branch Secretary and Director of HR and Administration to arrive at a mutually acceptable date.

Where a date has been agreed as mutually acceptable the Director of HR and Administration will advise Heads of Service accordingly 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 services.

### **6.2 Workplace Meetings during working time**

The Trade Union may request time off with pay to allow employees to attend ad hoc work place meetings to discuss e.g. proposed changes to the organisation; structure; or terms and conditions of service. The reasons for the meeting must be given in writing to the Head of Service concerned. Where less than 72 hours notice is given and the Director agrees that the situation justifies the meeting going ahead s/he may agree to the request.

6.3 Wherever possible, alternative accommodation will be made available for meetings of staff based outside of the Civic Centre.

6.4 The Head of Service will consider which meetings qualify for release with pay. Account will also be taken of the need for speedy resolution of disputes and grievances and early consultation. The Head of Service will decide on these factors alone whether the meeting should take place. S/he may also agree that the meeting can be held but require that its timing be amended. If it is agreed

that the meeting can be held then attendance is subject to the exigencies of the service.

- 6.5 For the purpose of section 6.2, meetings at lunch time which may affect cover requirements and the operation of the service will be regarded as meetings during working time even if attendance is during staff's unpaid break.

**6.6 Workplace Meetings outside working hours**

- 6.7 A Trade Union may also request that an ad hoc workplace meeting be held outside normal working hours for which time off with pay is not required. Such requests should be in writing to the Head of Service.

- 6.8. The Head of Service will consider the request and where practicable will agree that Council premises can be used for such meetings free of charge. Wherever possible alternative accommodation will be made available for meetings for staff based outside of the Civic Centre.

**6.9 Trade Union Conferences**

- 6.10 If a delegate wishes to attend a Union Conference they should apply for leave without pay to their Head of Service who will determine, subject to the exigencies of the service, whether they can attend. Branch secretaries should apply to the Director of HR and Administration for paid release. Permission will not be unreasonably withheld .

**7. PAID TIME OFF TO ATTEND TRADE UNION TRAINING COURSES**

- 7.1 Consideration will be given to granting time off with pay to attend training courses organised by the TUC or by an appropriate Trade Union provided the training relates directly to the Industrial Relations or Health and Safety duties of the Official or Health and Safety representative concerned.

- 7.2 Requests for time off to attend Trade Union training courses should be made to the Head of Service concerned, in normal circumstances at least four weeks in advance of the date of the course, and state:-

(a) Nature of course

(b) Names, designation, unit name and location of those requesting time off.

- 7.3 In making such a request for time off the Union will take due account of the operational requirements of the Authority i.e. the exigencies of the service.

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- 7.4 On receipt of the request, the Head of Service will decide whether the training qualifies for time off. Queries will be raised with the Trade Union Official co-ordinating the nominations before decisions are taken. Where the Head of Service agrees that the training is appropriate for time off, the employee(s) will be released wherever this is possible, subject to the exigencies of the service.
- 7.5 The necessary service arrangements to allow the employee to attend shall be made in advance and subject to change only where there is an unforeseen change in circumstances.
- 7.6 The Council will not meet the travelling and subsistence costs of Trade Union members who attend such courses.

## **8. TRADE UNION ACTIVITIES**

- 8.1 The authority 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.
- 8.2 Trade Union activities are those activities which are not directly related to the discharge of an official's duties as set out in paragraph 5.5 and 5.6 above.
- 8.3 Time off without pay may be granted to Trade Union members to allow them to participate in Trade Union Activities, subject to the exigencies of the service and at the Head of Service's discretion.

Examples of Trade Union Activities for trade union members are:

- attending workplace meetings to discuss and vote on the outcome of negotiations with the employer
- meeting full-time officials to discuss issues relevant to the workplace
- voting in properly conducted ballots on industrial action
- voting in union elections

for representatives of the Union, activities can include taking part in:

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

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Branch secretaries can attend Regional and National committees with pay.

#### **9.0 TIME RECORDING**

- 9.1 It is advisable that Heads of Service record and monitor all time spent on Trade Union Duties and Activities.

#### **10. OTHER FACILITIES**

- 10.1 Each Union granted more than two hours block release time will be provided with office accommodation, use of a telephone plus a contribution towards reasonable telephone expenses. These are for the sole purpose of carrying out Trade Union Duties or Activities as defined in the ACAS Code of Practice.
- 10.2 These facilities are provided for the use of recognised local Branch Officials, workplace representatives or employees who are union members. They may also be used by employees of the Union and former Council employees who are supporting recognised officials and/or assisting with the running of the Branch.

#### **11. DISPUTES PROCEDURE REGARDING TIME OFF FOR TRADE UNION DUTIES AND ACTIVITIES OR FACILITIES**

- 11.1 Any disputes regarding time off or facilities at a workplace level e.g. with respect to a workplace steward or individual union member should be raised initially with the Head of Service concerned.
- 11.2 Disputes not resolved at Head of Service and disputes regarding time off or facilities at a Branch level should be raised with the Director of HR and Administration who will make the final decision. Thereafter the Collective Grievance arrangements will apply.

#### **12. ALTERATION OR TERMINATION OF THE AGREEMENT**

- 12.1 This Agreement will continue in force between the parties until terminated by either party in writing giving three months notice to the other to that effect.
- 12.2 The Council and the Union may, by mutual consent, amend any of the provisions of this agreement.

#### **13. COLLECTIVE GRIEVANCES**

- 13.1 Collective agreements will be managed in accordance with the Council's Grievance Policy and Procedure (Sections 7.9 and 7.10) and should only be raised in the event of an industrial dispute between the Council and a group of its employees or between one groups of the Council's employees and another group of its employees.

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