#### **UNISON**

# EXAMPLE TIME OFF AND FACILITIES AGREEMENT

#### The following model provides a framework for drafting a comprehensive agreement on time off for trade union duties and activities. It can be adapted to reflect the size and nature of the organisation.

Agreements on time off and facilities vary widely. Some are no more than general statements of principle outlining flexible time off arrangements. Others are highly detailed, laying out exact amounts of time off for named union officers. This model charts a middle course. It covers all of the areas which should be included in a time off agreement and suggests contract language based on ‘best practice’. (Almost all of the provisions of the model agreement were drawn from real UNISON agreements.) But your branch will need to decide how much of the model to use and how to adapt it to your own circumstance. In some places the model sets out choices of options. Text in square brackets note places where the branch will need to ‘fill in the blanks’ with their own information.

The model should be used alongside the advice in the UNISON Facility Time guide (stock no. 3084). For help in drafting and negotiating time off and facilities agreement, contact your Regional Organiser/Officer.

**UNISON MODEL TIME OFF AND FACILITIES AGREEMENT**

between

[The Organisation]

[Address]

and

UNISON

[Address]

# DEFINITION OF TERMS

In this Agreement:-

The Organisation - refers to (the organisation)

The Union refers to the (named) Branch of UNISON

Staff refers to all employees of the Organisation

# COMMENCEMENT DATE

This Agreement commences on [date]

# INTRODUCTION

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

3.2 All parties recognise that it is vital to good employee relations for the workforce to be properly represented by the recognised union. Furthermore all sides believe that a truly representative and effective union will enhance workforce employee relations.

3.3 The Trade Union and Labour Relations (Consolidation) Act 1992 (S168 (1) and (2)) makes provision for employees to be given the right to time off under various circumstances. The following sets out these provisions as agreed by the Trade Union and the Organisation in this respect.

# Representation

4.1 The provisions of this agreement shall apply to accredited representatives of the Union, who have been duly elected or appointed in accordance with the rules of the Union.

4.2 The Union will determine the appropriate number of representatives they wish to appoint, having regard for the size and location of its membership. [You may want to agree a ratio of reps to union members.] The Union agrees to inform the Organisation in writing of the names of all elected representatives at the earliest possible opportunity and to notify the Organisation of any subsequent changes. Persons whose names have been notified to the Organisation shall be the sole representatives of the UNISON membership.

4.4 The union will issue written credentials and notify the Organisation of the number and location of constituencies for which each representative will be responsible.

# TIME OFF FOR general trade union representation

5.1 This agreement seeks to establish a formal policy and procedure on trade union duties and activities in accordance with the legislative framework. It is recognised that it is not possible to be prescriptive about all duties, activities and the time required to carry them out. It is agreed that requests for time off will not be unreasonably refused.

5.2 Accredited representatives will be permitted paid time off during working hours to carry out duties that are concerned with any aspect of 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 and grievance
* activities associated with trade union membership
* facilities for officials of the union.
* machinery for negotiation or consultation and other procedures; procedures for collective bargaining, disputes, joint consultation, communicating with members and other trade union branch officers.

# The Function of Representatives and Officials

6.1 The Organisation and the Union recognise that the industrial relations functions of representatives and officials are important duties in additions to their duties as employees of the Organisation. Their functions and responsibilities are as follows:

* To be responsible to and for a group of members;
* To undertake industrial relation duties operating within the policies of the Union. Issues may include members' grievances, discipline, learning, health and safety, equal opportunities, service conditions, and any matter listed in [section 5.2] of this Agreement;
* To seek full Trade Union membership amongst all employees of the Organisation;
* To communicate with members and to communicate with Management, the Joint

Negotiating bodies and with the relevant Union bodies;

* To represent the Union in the joint negotiating and joint consultative machinery at local, regional and national level;
* To meet with other representatives, officials or full-time Union officers on matters covered by this Agreement;
* To attend meetings of the Trade Union of which the person is a representative or of which he/she is an official, (such as Branch or Branch Committee Meetings);
* To seek to ensure that agreements are adhered to;
* To organise meetings of members during working hours in accordance with the ACAS Code of Practice and any prevailing local agreements.

# Time off for Health and Safety Representatives

7.1 The trade union is responsible for the appointment of health and safety representatives. The organisation has the duty to permit safety representatives such time off with pay as necessary for the purposes of:

* Performing their functions under health and safety legislation
* Undergoing such training as is reasonable
* Attending Health and Safety meetings on local, regional and national levels where appropriate.

# Time off for unison life long learning advisors/Union Learning Representatives

8.1 Accredited UNISON Life Long Learning Advisors/Learning Representatives are entitled to take reasonable paid time off for the following specific purposes.

* analysing learning or training needs;
* providing information and advice about learning or training matters;
* arranging learning or training;
* promoting the value of learning or training;
* consulting the employer in relation to such activities;
* preparation in relation to such activities;
* undergoing relevant training.

# Time off for INFORMATION AND CONSULTATION Representatives

* 1. Information and Consultation representatives, where they exist, are entitled to take reasonable paid time off during working hours for the following reasons:
* performing their functions as such a representative, including preparing for meetings and consulting with their constituency;
* undergoing relevant training.
  1. Information and Consultation representatives shall not be subject to detriment or dismissal for actions related to their conduct as a representative.
  2. These rights also apply to Information and Consultation representatives who are not union members, should they be elected or appointed.

# Time off for trade union activities

* 1. To ensure that workplace meetings are fully representative, paid time off for trade union representatives and members may be considered for:
* attending workplace meetings to discuss and vote on the outcome of negotiations
* meeting full time officials to discuss issues relevant to the workplace
* conducting Union elections
  1. The Organisation and Union also recognise that it is in the interests of the effective and democratic operation of the Unions that representatives or officials participate in other activities of the Union. Reasonable time off during working hours will be granted for these purposes which may include:
* Participation, as a representative, in meetings of official policy making and consultative bodies of the Union such as annual conferences or regional meetings.
* Representing the Union on external bodies such as committees or working parties within the official union structure.
* Holding office on official bodies of the Union.
* The Union will notify the Organisation at the beginning of each year of the anticipated calendar of such events wherever possible and the likely number of representatives who will be required to attend.

# Time off for Branch Secretaries and Senior Representatives of UNISON

* 1. The [list senior branch officers] of UNISON will be allowed to spend their whole contractual employment time [or the proportion agreed] on trade union duties.
  2. Facilities time for other Unison Branch Officers (in addition to existing entitlement to time off where those Branch Officers are also accredited representatives) will be subject to agreement between the Branch Secretary and [the appropriate management representative].
  3. At the end of a period in office, the Branch Secretaries/Branch Chairperson/Senior Representatives shall:
     1. EITHER return to their substantive posts subject to: some other arrangement agreed either prior to or during a term in office: and the availability of the post, e.g. in circumstances where their work area has been restructured, in which case prior consultation will have taken place.
     2. OR: be redeployed to some other suitable post.

**[*Depending on whether you want allocation of time off to be flexible or tightly defined, chose one of the following*]**

11.4 (a) Representatives appointed as described in paragraph [4.1] will be given reasonable paid time off during normal working hours to carry out functions related to their representational responsibilities.

OR:

11.4 (b) Representatives appointed as described in paragraph [4.1] will be allowed up to [number of hours] per calendar [week/month/year] time off during normal working hours to carry out functions related to their representational responsibilities.

[***If adopting defined hours of time off, as in 10.4(b) you might want to add this paragraph***]

11.5 Meetings called by management where representatives other than those referred to in paragraph [10.1 above] are required to attend, will fall outside of the allocation of representational time.

# Special arrangements for time off

12.1 In the case of employees who work shifts or unsocial hours, the Organisation will allow reasonable time off for trade union duties and normally will make suitable arrangements when the duties fall outside their on-duty hours.

12.2 Where representatives attend meetings called by management, management will always try to ensure that the meetings take place while the appropriate representatives are on duty, either by adjusting dates of meetings, amending rotas where possible by agreement with the individual concerned.

12.3 When representatives, other than those with full-time secondment, attend meetings called by management during their normal working hours which extend beyond normal finishing time, they will be paid at plain time rates for the additional hours worked, except that, where earnings vary with the work done, the amount will be calculated by reference to the average hourly earnings for the work they are employed to do, including average bonus or contractual overtime payments.

12.4(a) Where representatives attend meetings called by management which occur in their off-duty time, they will be reimbursed for the hours spent at the meetings at plain time rates.

[***If you are unable to secure payment for duties performed during off-duty time, an alternative would be the following:]***

12.4 (b) If a meeting is to take place on the representative's day off or while the representative is not on duty and [11.2] above is not possible then an equivalent amount of time off in lieu will be given at a time agreeable to both parties, subject to the contingencies of the service. If it is impossible to arrange time in lieu then payment for this time will be made.

12.5 In the case of disabled representatives, the Organisation will allow additional time and facilities, if necessary, and make suitable arrangements to allow them to carry out their responsibilities.

# Time off to cover related workplaces

13.1 Any extension of representational rights to cover employees outside of the Organisation, will be subject to agreement on a case by case basis.

# Payment for time off

14.1 Trade Union representatives engaged on recognised duties as indicated above, will be paid either the amount they would have earned had they worked during the time taken or, where earnings vary with the work done, an amount calculated by reference to the average hourly earnings for the work they are employed to do. This amount will include average bonus or overtime payments where these are contractual.

14.2 Senior branch officers who spend the whole of their contractual time on trade union duties will be entitled to the full package of pay and conditions which they would normally have received had they been working, including all allowances and any rights to professional training or registration.

14.3 Travelling and subsistence costs will be reimbursed to accredited representatives for periods of work approved in accordance with this agreement.

# Cover and backfill

15.1 During the approved absence of UNISON workplace representatives carrying out their duties under this agreement, the Organisation will endeavour, wherever necessary, to provide alternative cover at the representative’s workplace.

15.2 Where major projects [such as Agenda for Change in the NHS or Single Status in local government] require sustained time off for workplace reps, the project plan will take account of and fully fund backfill for the duration of the project to ensure that representatives can direct the full weight of their expertise throughout the process. The Organisation and the union will jointly agree the numbers of trade union representatives involved in each aspect of work and allow sufficient funds to be made available to facilitate the work as part of the project plan.

# Training

16.1 Reasonable time off with pay will be granted to attend training courses approved by the TUC or UNISON. The Organisation supports the need for newly appointed trade union officials to be granted reasonable time off for initial training in basic representational skills as soon as possible after his or her appointment. Following this further reasonable time should be considered:

* For further training, particularly where the official has special responsibilities
* To deal with changes in the structure or topics of negotiation, or where significant changes in the organisation of work are contemplated;
* Where legislative changes affect the conduct of employee relations.

16.2 The Trade Unions must give adequate advance notice of course dates in writing to relevant line-mangers and co-operate in making arrangements to cover jobs during the absence of Representatives on courses. Details of the course should be provided, upon request.

16.2 Part-time employees who are required to attend recognised training courses as detailed above will be paid for the whole of their attendance time, even if it exceeds their normal working hours.

# Procedures

17.1 Before taking time off, the accredited representatives must obtain the permission of their manager, informing the manager of the general purpose of the time off, the intended location, the expected timing and duration of time off required.

17.2 Representatives will be required to complete and submit facility time-recording sheets on a regular basis to the relevant Branch Secretary/Senior Representative who will forward the recording sheets to the [appropriate manager].

17.3 The employer will ensure that management at all levels are familiar with agreements and arrangements relating to this agreement.

# Trade union facilities

18.1 The Organisation agrees to provide defined facilities to the Union representatives to enable them to discharge their duties including: provision of secure office space; a notice board; access to confidential telephone, fax, internal mail and email; reasonable use of equipment such as telephones, franking machines, photocopiers, and PC’s; reasonable accommodation for meetings and trade union education, and reasonable access to administrative support and secretarial services.

# No detriment

19.1 Individuals will not be discriminated against during the course of their employment for membership of a trade union or activities as a union representative.

# Disputes

20.1 The Organisation and the Union agree to make every effort to resolve disputes in relation to time off for trade union duties and activities.

20.2 Where permission to take time off is withheld, an explanation for the reason(s) will be given by the appropriate representative of management.

20.3 If the UNISON official is dissatisfied with the decision, the matter may be referred to the [appropriate senior manager].

20.4 If agreement cannot be reached, the matter may be referred to the [appropriate negotiating body].

20.5 The Organisation recognises that individual union representatives have the right to take a claim to an Employment Tribunal if internal procedures fail to resolve a dispute related to time off for trade union duties.

# Amendment or termination of agreement

21.1 Either side may submit proposals in order to amend this agreement. Such proposals will be in writing to the sides concerned will be the subject of joint discussions.

21.2 Both sides agree to review this Agreement in twelve months and annually thereafter.