

Corporate Policy & Strategy Committee

10.00 am, Tuesday, 6 August 2013

Agreement on Time Off and Provision of Facilities for Trade Union Representatives

Item number 7.3
Report number
Wards

Links

Coalition pledges [P27](#)
Council outcomes [CO24, CO26, CO27](#)
Single Outcome Agreement [SO1](#)

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Executive summary

Agreement on Time Off and Provision of Facilities for Trade Union Representatives

Summary

The Council is currently operating with three Local Collective Agreements on Time Off for Trade Union Duties (i.e. Trade Union Representatives, Health and Safety Representatives and Learning Representatives). A new Local Collective Agreement which consolidates arrangements for the three groups has been successfully negotiated. The new agreement includes:

- agreed levels of time off based on membership numbers;
- agreed constituencies and ratios;
- arrangements for the different types of representation i.e. branch level Representatives, Shop Stewards, Health and Safety Representatives and Learning Representatives;
- fixed time off for conference attendance;
- contractual arrangements; and
- common objectives.

Recommendations

The Corporate Policy & Strategy Committee is recommended to:

1. Note the report; and
2. Confirm approval of the Local Collective Agreement.

Measures of success

- Clarity of and appropriate trade union costs.
- Clarity in the arrangements for trade union roles and responsibilities.
- More accurate recording of time off for trade union duties and activities.
- Increased flexibility for a partnership approach.

Financial impact

- No overall adverse financial implications for the Council.

Equalities impact

- There are no adverse equality issues arising from this report which will impact on employee groups with protected characteristics as defined by the Equality Act 2010. The equality relevance assessment score is 0.

Sustainability impact

- No impact

Consultation and engagement

- A series of consultation meetings were held with the Trade Unions during April and May 2013 and the Local Collective Agreement was confirmed in writing on 1 July 2013.

Background reading / external references

- None

Agreement on Time Off and Provision of Facilities for Trade Union Representatives

1. Background

- 1.1 A report to the City of Edinburgh Council in February 2012 noted that the Corporate Management Team would consider introducing measures to accurately quantify trade union costs and consider the implementation of a new agreement on time off for trade union duties and the provision of facilities.
- 1.2 In August 2012 the Corporate Management Team approved a centralised budget for staff undertaking trade union duties at a corporate level. This was established for the financial year 2012/13.
- 1.3 The same report approved a review of the three current policies on Time Off for Trade Union Duties, namely: Policy on Time Off Work for Trade Union Duties and Activities; Policy on Time Off for Work Health and Safety Representatives; and Policy on Time Off Work for Trade Union Learning Representatives with a view to consolidating them into one agreement.
- 1.4 Negotiations with the Trade Unions have concluded with a Local Collective Agreement being confirmed in writing on 1 July 2013.
- 1.5 This is the first time the Council has implemented a consolidated time off and facilities agreement for Trade Unions representing all Council employees.
- 1.6 The time off and facilities arrangements for the recognised teaching unions remain unchanged and are incorporated into the new Local Collective Agreement.

2. Main report

- 2.1 The Council is committed to the principle of collective bargaining and promotes the benefits of a partnership approach to working with the recognised Trade Unions.
- 2.2 Some of the recognised Trade Unions have provided numbers of City of Edinburgh Council members. Current membership levels are as follows:
 - UNISON: 6965 members
 - Unite: 1205 members
 - GMB: 124 members

- Union of Construction and Allied Trades and Technicians (UCATT): 12 members
- Educational Institute of Scotland (EIS): 3564 members

We are unable to provide accurate membership numbers for the other smaller teaching unions.

- 2.3 The Agreement on Time Off and Provision of Facilities for Trade Union Representatives (the Agreement) is attached at **Appendix 1**. A Managers' Toolkit will also be developed in conjunction with the Trade Unions.
- 2.4 The Agreement gives funded facility time to the Joint Staff Side Secretary and the Teachers Side Secretary of one full time equivalent (f.t.e.) per post holder. **Note.** One f.t.e. = 36 hours per week.
- 2.5 The Agreement provides funded facility time for each Trade Union based on a ratio of one f.t.e. per 1200 members. This means that the allocation for each Trade Union is as follows:
- UNISON: 5.8 f.t.e.
 - Unite: 1.0 f.t.e.
 - GMB: 0.2 f.t.e.
 - UCATT: 0.2 f.t.e.
- 2.6 The Agreement recognises that the level of representation accross service areas should be adequate and proportionate to trade union membership numbers and geographical distribution. The ratio for Shop Steward recognition is one Shop Steward per 37 members.
- 2.7 At the time of writing the number of Representatives is:
- UNISON: 131 Shop Stewards and 36 Health and Safety Representatives
 - Unite: 22 Shop Stewards (some of whom may also be Health and Safety Representatives)
 - GMB: one Shop Steward
 - UCATT: one Shop Steward

The teaching unions are unable to provide us with the number of Shop Stewards currently accredited.

- 2.8 The mechanisms for recording and approving time off for all levels of representatives will be defined in a Managers' Toolkit which will provide managers and representatives with clear guidance on the required processes.
- 2.9 Each Trade Union has an additional fixed allowance of time off (expressed as an f.t.e.) for branch level Representatives to attend national conferences or their regional equivalent.
- 2.10 The Agreement explains the contractual implications for staff who are provided with funded facility time.

- 2.11 The common objective and the conduct required of Representatives are clearly defined.
- 2.12 A joint implementation plan has been agreed with the Trade Unions which will include:
- The development of a Managers' Toolkit; and
 - Managers' briefing sessions.
- 2.11 The Agreement allows the Trade Unions to request a temporary increase in funded facility time where the level of trade union activity increases as a result of management activity e.g. major change projects or reviews.

3. Recommendations

- 3.1 The Corporate Policy & Strategy Committee is recommended to:
1. Note the report; and
 2. Confirm approval of the Local Collective Agreement.

Alastair Maclean

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Links

Coalition pledges	P27 -Seek to work in full partnership with Council staff and their representatives.
Council outcomes	CO24 - The Council communicates effectively internally and externally and has an excellent reputation for customer care. CO26 -The Council has efficient and effective services that deliver on objectives. CO27 The Council supports, invests in and develops our people.
Single Outcome Agreement	SO1 -Edinburgh's economy delivers increased investment, jobs and opportunities for all.
Appendices	Appendix 1 – Agreement on Time Off and Provision of Facilities for Trade Union Representatives

The City of Edinburgh Council

**Agreement on Time Off and Provision of Facilities for Trade Union
Representatives**

(covering all recognised Trade Unions)

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The City of Edinburgh Council

Agreement on Time Off and Provision of Facilities for Trade Union Representatives

(covering all recognised Trade Unions)

1. Definitions

For the purposes of this agreement the following definitions will apply throughout:

- 1.1 A **recognised Trade Union** is an organisation that consists wholly or mainly of workers of one or more descriptions and whose principal purposes include the regulation of relations between workers and employers, having been recognised by an employer as such.
- 1.2 A **Trade Union Representative** is an employee who has been elected in accordance with the rules of a recognised Trade Union to be a Representative in a particular service area or workplace and has been duly notified as such to the Council in writing.
- 1.3 A **Trade Union Learning Representative** is an employee elected in accordance with the rules of a recognised Trade Union and whose function is to advise union members about training, educational and development needs and has been duly notified as such to the Council in writing.
- 1.4 A **Branch Official** is an employee of the Council who has been elected or appointed in accordance with the rules of their union to be a representative of all or some of the union's members. As a senior representative within the union, a Branch Official will be granted funded facility time, either on a full or part time basis, by the Council.
- 1.5 A **Shop Steward** is an employee of the Council who has been elected or appointed in accordance with the rules of their union to be a workplace representative of all or some of the union's members within a single location or covering a prescribed constituency.
- 1.6 A **Health And Safety Representative** is an employee of the Council who has been elected or appointed in accordance with the rules of their union to represent all or some of the union's members and has been duly notified as such to the Council in writing.
- 1.7 The Council recognises that different titles may be adopted by the Trade Unions to describe the different trade union roles. For the purposes of this agreement the term "**Representative**" covers all of the above roles.

- 1.8 A **Full Time Equivalent (f.t.e.)** is the amount of working time available to one employee in one week i.e. 36 hours.

2. Introduction

- 2.1 The City of Edinburgh Council (the Council) understands that it is to the mutual benefit of the Council and its employees to recognise Trade Unions for the purposes of collective bargaining, consultation and the conduct of industrial relations in general, health and safety matters and the support that can be given to employee development by Trade Union Learning Representatives.

The Council also recognises it is also of mutual benefit for the Council and the Trade Unions to be committed to the principle of working in partnership at local, regional and national levels.

- 2.2 The purpose of this Agreement on Time Off and Provision of Facilities for Trade Union Representatives (“the Agreement”) is to support a partnership approach which promotes the effective involvement of employees, by engaging with their Trade Unions at the earliest possible stage in processes that involve influencing decisions, information sharing, problem solving and learning and development. That support will include the provision of reasonable time off and the provision of a reasonable amount of facilities. The Agreement provides a baseline level of Trade Union facilities. Specific arrangements to deal with expectations of increased trade union involvement in change, review or other initiatives are also set out in the Agreement.
- 2.3 It is understood that the role of Trade Union Representatives is complex and includes roles which are varied and in some cases roles that are specific, i.e. Health and Safety Representatives and Trade Union Learning Representatives. The Agreement provides for reasonable time off and the provision of facilities for all Trade Union Representatives. Also, recognising that National Delegate Conferences set policy and positions across all employment sectors, an additional fixed allowance will be given to all recognised Trade Unions to facilitate Branch Officer level attendance at such conferences or their Service Level equivalent where national conferences do not operate.
- 2.4 It is also recognised that representation exists at various levels and therefore what is reasonable will be determined by the specific role undertaken by individuals.
- 2.5 A list of Trade Unions recognised by the Council for collective bargaining purposes is attached as **Appendix 1**. It is the Council’s practice to reflect national collective bargaining arrangements and therefore the list will be reviewed as required to ensure this position is maintained.
- 2.6 In the event of an amalgamation or other organisational changes within or between Trade Unions, the list will be amended following agreement

at national level and thereafter by the Council's Joint Consultative Group (JCG).

- 2.7 In the spirit of partnership working, it is anticipated that neither managers nor Trade Union Representatives will conduct themselves in a way that could disrupt normal working without engaging the Council procedures that provide for dispute resolution and which guide employee behaviours and standards of conduct.
- 2.8 All Trade Union Representatives covered by the agreement are employees of the Council and as such will comply with the Employee Code of Conduct and associated policies and procedures whilst carrying out trade union duties or activities as elected representatives.
- 2.9 When disciplinary action against a Trade Union Representative is contemplated a senior representative or full time official of the Trade Union will be notified in the first instance.
- 2.10 Unpaid time off will be granted to accredited recognised Trade Union Representatives to support Edinburgh Branch trade union members not employed by the Council.
- 2.11 Paid time off will be granted to Trade Union Representatives with funded facility time to represent members within Lothian Joint Valuation Board.

3. Common objective

- 3.1 The Council and the recognised Trade Unions have a common objective to ensure the long term effectiveness and successful delivery of services to the citizens of Edinburgh.
- 3.2 Both parties recognise that pursuit of this common objective can be best achieved through meaningful engagement between the Council and the Trade Unions using a partnership working approach and engaging in non-adversarial industrial relations in a spirit of compromise rather than conflict.
- 3.3 In pursuit of the common objective the Council will:
 - promote and encourage Trade Union membership;
 - recognise the Trade Unions as the employee representatives within the Council for the purposes of collective bargaining, consultation and health and safety matters;
 - allow reasonable time off to undertake trade union duties and/or activities (including those specific duties associated with Health and Safety Representatives and Trade Union Learning Representatives); and
 - support the training and development of Trade Union Representatives within their roles.

3.4 In pursuit of the common objective the Trade Unions will:

- in circumstances where differences are raised by individual unions, or where unions raise matters of mutual concern, aim to resolve them using the Council's relevant procedures before taking any form of industrial action;
- work together to present a common Staff Side position where matters involve all unions and work collectively to resolve them using the Council's relevant procedures before taking any form of industrial action; and.
- In circumstances where differences cannot be resolved, ensure lawful balloting takes place in pursuit of seeking membership support for industrial action.

4. Scope

4.1 The Agreement will apply equally to all recognised Trade Unions.

4.2 The Agreement is underpinned by a legislative framework (**see Appendix 2**) which provides Trade Unions with statutory rights including:

- an entitlement to receive certain information for collective bargaining purposes;
- the right to be consulted on certain processes, e.g. transfer of undertakings, potential redundancies;
- the right to request reasonable time off to undertake trade union duties and activities;
- the right to request reasonable time off to undertake appropriate workplace related trade union training;
- the right to appoint Health And Safety Representatives; and
- the right to appoint Trade Union Learning Representatives.

4.3 The Council and the Trade Unions representing employees other than teachers have agreed that Health and Safety Representatives appointed by a Trade Union will represent the interests of all employees, within the locations they cover i.e. including non-union members. Teaching Safety Representatives will only represent the interests of their own members.

5. Appointment or changes of Representatives

5.1 Throughout the course of the year, each Trade Union will be responsible for informing the Council of changes in their Representatives, including resignations and appointments.

- 5.2 **Appendix 3** outlines the information required and process that should be used to notify the HR & Payroll Service Centre (HR&PSC).

6. **Partnership Working**

- 6.1 Partnership working within the Council ensures regular and meaningful engagement with the Trade Unions in a variety of forums involving, discussions with:

- the political administration;
- the Chief Executive and corporate level managers;
- Organisational Development managers;
- service managers; and
- the Council's Health and Safety Officers.

The above list is illustrative and not exhaustive

7. **Training and Development of Trade Union Representatives**

- 7.1 It is the responsibility of the Trade Unions to ensure that their Representatives are sufficiently trained to carry out their duties. At the point of accreditation, the Trade Union will be required to confirm details of the training received or provide notice to the Council of the date by which the Representative will complete training. This training should ideally be completed within the six months following their date of election. Where training is not available within this timescale, the Trade Union will be responsible for advising the line manager and confirming the first date of available training.
- 7.2 The Council will provide training and briefing sessions for relevant Representatives on new Local Collective Agreements, Council Policies and Manager's Guidance where appropriate.
- 7.3 The Council's health and safety training packages will also be available for Health and Safety Representatives to undertake on request as appropriate.

8. **Time Off for Trade Union Duties and Activities**

- 8.1 The Council recognises that Representatives are entitled to reasonable time off to undertake their functions and to attend approved training opportunities relevant to those functions.
- 8.2 The Council and the Trade Unions agree as a fundamental principle that each request for time off must be reasonable and will be balanced against the operational requirements of the service.
- 8.3 It is jointly recognised that where Representatives are undertaking trade union **duties** that reasonable time off with pay will be granted.

- 8.4 Where Representatives are undertaking trade union **activities** reasonable time off without pay will be granted.
- 8.5 **Appendix 4** illustrates examples of trade union **duties** and **activities**.
- 8.6 Wherever possible, approval of time off and the provision of facilities will be the subject of agreement between individual Representatives and their line manager. In the case of Branch Officials the Agreement provides for a pre-determined amount of time off which is outlined in paragraphs 9.1 and 10.1 below.
- 8.7 The provisions in this agreement fully comply with the ACAS Code of Practice on Time Off for Trade Union Duties and Activities.

9. Funded Facility Time for the Joint Staff Side Secretary/Teachers' Side Secretary

- 9.1 The Council will provide funded facility time to the Joint Staff Side Secretary and to the Teachers' Side Secretary. This time will be **two f.t.e.** i.e. **one f.t.e.** per post holder.

10. Funded Facility Time for Branch Officials

- 10.1 The Council will provide an agreed level of funded facility time to each Trade Union. The level of funded facility time will be reviewed annually prior to the commencement of the financial year. The Head of Organisational Development will agree a funding level shown as an f.t.e. for each non teaching union. This level will take account of the Trade Union membership levels following submission of membership information. **In agreeing an equitable and reasonable level of funded facility time for each of the Trade Unions the Council will apply a ratio of one f.t.e. for every 1200 City of Edinburgh Council members. (Note. One f.t.e. = 36 hrs)**

Fixed additional facility time for attendance at National Delegate Conferences or Regional equivalents.

- 10.2 An **additional 0.1 f.t.e.** will be added to the agreed f.t.e. allowance to facilitate the attendance of four Unison Branch Officials at National Delegate Conferences.
- 10.3 An **additional 0.025 f.t.e.** will be added to the agreed f.t.e. allowance of other recognised Trade Unions to facilitate attendance at National or Regional conferences.
- 10.4 The Head of Organisational Development will confirm f.t.e. allocations to the Trade Unions on an annual basis at the commencement of the financial year.
- 10.5 It will be at each Trade Union's discretion to determine how the funding is disbursed. However, when it is established who will receive a

specific level of funded facility time, it will be incumbent on each Trade Union to confirm this to the Head of Organisational Development. In addition any changes during the year will be the subject of additional notification.

10.6 **Exceptional increases in Trade Union duties.**

- Where increases in trade union activity are necessitated by the initiation of management activity involving organisational reviews, change management or other management initiatives, the Trade Unions can request the Head of Organisational Development to authorise an interim increase in facility time for named Trade Union Representatives.
- Where it is demonstrated that the increased activity cannot be absorbed within the pre-existing time off allowances, increased facility time can be approved. Where interim increases are approved for specific circumstances, a return to normal levels of facility time will be **automatic** when the specific circumstances end.

Teachers' Side

- 10.7 The pre-existing levels of school based facility available for Representatives of the Trade Unions constituting the Teachers Side are agreed within the Joint Teachers Side Negotiating Committee. (See also Teachers' Side Secretary at 9.1 above)
- 10.8 For Representatives of the Teaching Trade Unions, the following arrangements apply in respect of paid time off for trade union duties. These scales apply for each school week and are based on one Representative per union per educational establishment. Where there is more than one Representative per union the time off allocation will be apportioned between them:

<u>Number of members represented</u>	<u>Amount of time off</u>
5 - 50	40 minutes per week
51 - 75	80 minutes per week
76 +	120 minutes per week

- 10.9 Agreement should be reached with the head teacher at school level on how this time allocation should be organised over the school year, taking into account the requirement for class cover and the need to minimise any disruption for pupils.

Return to work following full time funded facility time

10.10 Following the end of a period of funded facility time, the Branch Official will return to his/her former post on his/her existing terms and conditions of service. In the event of the post being affected by any restructuring or reorganisation leading to redeployment and/ or, redundancy, the Branch Official will be treated the same as any other employee whose substantive posts are similarly affected.

Contractual matters

10.11 The duration of the period of funded facility time will be treated as continuous service and the Branch Officials will receive their normal salary and normal incremental progression will apply, as appropriate. During the period of funded facility time the Trade Union will be responsible for the payment of all travelling and subsistence expenses.

10.12 A Branch Official can work up to 10 Keeping In Touch Days (KIT days) during their period of funded facility time, without bringing their facility time to an end or extending its length.

10.13 The days can be used in a single block or separately for any activity that helps keep an employee informed and involved with events happening in the workplace, for example undertaking normal duties or a work project, attending team meetings or training/development events etc.

10.14 The use of KIT days is optional; a manager cannot insist that an employee carries out any work during the period of funded facility time and an employee cannot insist on being given work to do. Where practicable, both the manager and employee should discuss and agree the activities and timing of KIT days during the period of funded facility time.

10.15 Any Branch Official in receipt of funded facility time will be responsible for informing their line manager details of annual leave and notification of sickness absence, special leave etc.

10.16 Annual leave and sickness absence will be recorded on the electronic HR system by the line manager of the relevant Branch Officials. Any issues relating to discipline, capability or attendance etc. will be managed by the Council, as the employer, and in line with Council policies and procedures.

10.17 The calculation of pay for the time taken for trade union duties should be undertaken with due regard to the type of payment system applying to the union representative including, as appropriate, Working Time Payments, and contribution based pay. Where pay is linked to the achievement of performance targets it may be necessary to adjust such targets to take account of the reduced time the Representative has to achieve the desired performance. During the period of fully funded

facility time progression to the top of the development zone will be in accordance with the Modernising Pay Handbook performance criteria.

- 10.18 When a Branch Official is in receipt of part funded facility time, agreement on time off and the provision of facilities will be the subject of approval between individual Representatives and their senior manager both for the part funded facility time and any further reasonable requests for time off that may be made.

11. Time Off for Relevant Training

- 11.1 Representatives are permitted reasonable paid time off during working hours to undergo training relevant to their trade union duties. The under noted courses will be approved, subject to the exigencies of the service.

The Head of Organisational Development will be required to approve time off to attend relevant trade union training courses for all Branch Officials.

Heads of Service, in conjunction with line managers, will approve time off to attend training for all other Representatives.

Time Off for Training for Shop Stewards

- TUC Introductory Stage 1 and 2 Training Courses or equivalent; and
- Other relevant Training Courses approved by the TUC or their Trade Union where time off has been agreed by either the Head of Service or the Head of Organisational Development.
- Newly elected Shop Stewards from the recognised Trade Unions will be granted release from any work responsibilities for a period of up to 14.4hrs (four half days) hours over a one month period following their election to allow them to shadow a Branch Officer or Senior Steward in their duties.

Trade Union Learning Representatives

- 11.2 The Council accepts that Trade Union Learning Representatives are entitled to reasonable time off work with pay, subject to the exigencies of the service, to undergo initial training to satisfy the statutory training condition appropriate to their role.

- 11.3 It is also recognised that ongoing training relevant to the functions of a Trade Union Learning Representative may be required. Trade Union Learning Representatives will also be entitled to reasonable time off work with pay to undertake ongoing training, subject to the over-riding principle that requests for time off are balanced against the needs of the service.

- 11.4 Any ongoing training should be relevant to the particular role of the Trade Union Learning Representative, taking account of the roles and responsibilities of the employees to be advised by the Trade Union Learning Representative and the nature of advice likely to be given.

Health and Safety Representatives

- 11.5 The Council accepts that Health and Safety Representatives are entitled to reasonable time off work with pay, subject to the exigencies of the service, to undergo training relevant to the carrying out of their functions as follows:

Time Off for Training of Health and Safety Representatives
<ul style="list-style-type: none">• TUC Health and Safety Stage 1 and 2 Training Courses or equivalent; and• Other relevant specialised health and safety training approved by the TUC or their Trade Union where time off has been agreed by either the Head of Service or the Head of Organisational Development.

- 11.6 In addition to the above, Health and Safety Representatives may access the schedule of the Council's health and safety training courses which are available, as appropriate.
- 11.7 It will be the responsibility of the Head of Organisational Development to consider each request for time-off to attend any health and safety training course for all Branch Officials.

12. Representatives: Constituencies and membership ratios

- 12.1 The Council recognises the right of trade union members to elect Representatives to act on their behalf in accordance with the terms of the Agreement. The election of Representatives will be in accordance with the respective rules of the recognised Trade Unions.
- 12.2 The level of representation across service areas should be adequate and proportionate to trade union membership numbers and geographical distribution.
- 12.3 On an annual basis, the Trade Unions will agree with the Head of Organisational Development, the number of accredited Representatives within the Council who will have access to time off for trade union duties and activities. In support of this discussion and dependant on the election arrangements within the relevant Trade Unions, all of the Trade Unions will be required to submit the following information annually:

- Overall membership numbers;
 - Confirmation of existing Branch Official's allocation of funded facility time expressed as an f.t.e.;
 - Information on elected representatives i.e. numbers of Shop Stewards, Trade Union Learning Representatives and Health & Safety Representatives including names, payroll number and workplace location;
 - Dates for all national/ regional conferences, training events and all other known scheduled events; and
 - Proposals for funded facility time for the following year (in f.t.e.'s).
- 12.4 This information will form the basis for discussions between each Trade Union and the Head of Organisational Development (or nominee) to agree appropriate numbers of Shop Stewards, Health and Safety Representatives and Trade Union Learning Representatives for each service area. It will also inform the discussion on the total funded facility time for elected Branch Officials.
- 12.5 Reviews of agreed levels of representation and funded facility time outwith the annual cycle may be undertaken if circumstances justify it.
- 12.6 Should a Trade Union fail to supply membership information as required, reference will be made to the number of members whose trade union subscriptions are deducted from payroll.
- 12.7 In agreeing a reasonable level of representation for each of the Trade Unions the Council will, as a general rule, apply a ratio of 1 Shop Steward for every 37 members. Reference will also be made to:
- overall membership numbers;
 - the size of the workplace and the number of workplace locations;
 - the variety of different occupations;
 - the operation of shift systems; and
 - the national rules of the respective Trade Unions.
- 12.8 In schools the Head Teacher will make adequate arrangements to ensure that there is appropriate representation in every school.
- 12.9 In determining appropriate numbers of Health and Safety Representatives, reference will be made to the nature of the work and its inherent dangers, in addition to the above factors.
- 12.10 Trade Union Learning Representatives will be approved on a case by case basis in each department taking account of the number of employees and workplace locations etc.

13. Facilities

- 13.1 The Council will make available to Representatives reasonable facilities necessary for them to carry out their duties efficiently and communicate effectively with their members.
- 13.2 Facilities can only be taken up by Representatives who have received official confirmation of their accreditation by their Trade Union, and this has been confirmed to the Council.
- 13.3 As a minimum, the Council will ensure that Representatives have reasonable access to the following facilities, without charge, in the performance of their trade union duties:
- accommodation for meetings;
 - internal telephone calls and reasonable external calls;
 - a PC and other office equipment;
 - reasonable use of photocopying facilities;
 - reasonable secure filing space;
 - notice boards; and
 - use of internal communication systems, including internal mail, courier, e-mail and intranet services.
- 13.4 Any information created or held on Council ICT systems will be considered to be owned by the Council. This includes e-mail and internet communications. Representatives should not consider any electronic information to be private if it has been created or stored on Council ICT systems.
- 13.5 In addition, suitable IT equipment to enable remote access to the Council's intranet will be provided (until provision is enabled to access the Council's intranet without the need for a dedicated laptop and a VPN). This provision will extend to the Joint Trade Union Side Secretary and the Teachers' Side Secretary only.

14. Policy Review

- 14.1 The policy will be jointly reviewed in the light of operational experience and any relevant legislative change.

15. LOCAL COLLECTIVE AGREEMENT

- 15.1 This document is a Local Collective Agreement between the Council and the recognised Trade Unions and replaces all pre-existing arrangements. Every effort will be made by both parties to ensure that this document will be maintained as a Local Collective Agreement and adjusted by agreement to meet changing future needs. In the event of a failure to reach agreement both parties reserve the right to terminate this local agreement by giving four months notice in writing. In such

circumstances the terms of the local agreement will cease to apply to existing and future employees.

Signatories

Management Side

Trade Union Side

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**Head of Organisational
Development**

Joint Staff Side Secretary

.....

.....

**Employment Law and
HR Policy Manager**

Teachers' Side Secretary

List of recognised Trade Unions in the City of Edinburgh Council

Unison Recognised for collective bargaining purposes in respect of employees covered by the following SJNC Chief Officials/SJC for Local Government Employees:

- Chief Officials and their Deputies
- Local Government Employees (Red Book)

Unite Recognised for collective bargaining purposes in respect of employees covered by the following SJC for Local Government Employees:

- Local Government Employees (Red Book)
- Building & Civil Engineering Operatives
- Engineering Craft Operatives
- Craft Operatives

GMB Recognised for collective bargaining purposes in respect of employees covered by the following SJC for Local Government Employees:

- Local Government Employees (Red Book)
- Building & Civil Engineering Operatives
- Engineering Craft Operatives
- Craft Operatives

UCATT (Union of Construction Allied Trades and Technicians)

Recognised for collective bargaining purposes in respect of employees covered by the following SJC - Craft

- Building & Civil Engineering Operatives
- Engineering Craft Operatives

EIS (Educational Institute of Scotland)

Recognised for collective bargaining purposes for employees covered by the SJNC Scheme of Salaries and Conditions of Service for Teaching Staff in School Education.

SSTA (Scottish Secondary Teachers Association)

Recognised for collective bargaining purposes for employees covered by the SJNC Scheme of Salaries and Conditions of Service for Teaching Staff in School Education.

NASUWT Recognised for collective bargaining purposes for employees covered by the SJNC Scheme of Salaries and Conditions of Service for Teaching Staff in School Education.

VOICE Recognised for negotiation purposes at the LNCT

AHDS (Association of Head Teachers and Deputies in Scotland)

Recognised for negotiation purposes at the LNCT

Scottish Learning Society

Recognised for negotiation purposes at the LNCT

LEGISLATIVE FRAMEWORK

Relevant sections of:-

- Trade Union and Labour Relations (Consolidation) Act 1992 – TULR(C)A
- Employment Act 2002
- Employment Act 2008
- Employment Relations Act 1999
- Employment Rights Act 1996
- Trade Union Recognition (Method of Collective Bargaining) Order 2000 (SI 2000/1300)
- The Safety Representatives and Safety Committees Regulations 1977 (SI 1977/500), as amended by the Employment Rights (Dispute Resolution) Act 1998
- The Management of Health and Safety at Work Regulations 1992 (SI 1992/2051)
- Equality Act 2010

Notification of new Trade Union Representative appointments or changes to Representatives

In relation to appointments, the Trade Union should forward HR&PSC confirmation of:

- the name of the Representative, workplace and payroll number;
- role, i.e. Branch Official, Shop Steward, Health and Safety Representative or Trade Union Learning Representative; and
- name of Representative replaced.

The Trade Unions should also inform the Head of Organisational Development of the:

- the name of the Representative;
- work area/employment group represented;
- service area which the Representative has responsibility for; and
- confirmation that membership levels support either the provision of a replacement or additional Representative.

A central database of all Representatives will be maintained for reference purposes.

Representative accreditation will also be confirmed in writing by the relevant Trade Union to the line manager of the Representative.

No Representative will be entitled to access time off for trade union duties and activities or facilities until confirmation of their accreditation by their Trade Union has been confirmed to their line manager.

The Council recognises the rights of Trade Union Members and Local Representatives to have the assistance of full time Trade Union Officers who will be permitted to advise and assist members and Representatives.

With the exception of full time paid Trade Union Officers, all Representatives must be employees of the Council.

Illustrative Examples of Trade Union Duties and Activities

1. Time Off for Trade Union Duties

1.1 The Council recognises that Representatives are entitled to reasonable time off with pay, subject to the needs of their Service, to undertake duties, and the necessary preparatory work, concerned with:

- negotiations with the Council on relevant matters; or
- other functions which the Council has agreed the Trade Unions may perform.

1.2 The following list is neither exclusive nor exhaustive but illustrates the nature of the duties and associated preparatory work for which time off with pay may be granted:

- discussions with managers on terms and conditions of employment, working practices or job duties e.g. pay, grading, hours of work, equal opportunities issues, use of machinery/equipment, job descriptions;
- discussions on physical conditions or the working environment, e.g. nature of the work location;
- discussions on matters relating to recruitment, redeployment, retirement or dismissal decisions e.g. recruitment and selection policy, early retirement applications, redundancy consultation;
- dealing with disciplinary and grievance cases, including attending formal hearings as a Representative;
- attending induction meetings to explain to new employees the role of the Trade Union in the workplace;
- Trade Union branch meetings on any relevant matters concerned with negotiations with the Council;
- informing union members of the progress of such discussions, subject to the prior authorisation of any workplace meetings;
- attending meetings with other Representatives and full-time Trade Union officers, on any relevant matters concerned with negotiations with the Council; and
- attending consultation meetings e.g. Departmental Joint Consultative Committees (DJCC).

2. Time Off for Trade Union Learning Representatives Duties

2.1 The Council recognises that accredited Trade Union Learning Representatives are entitled to take reasonable paid time off to undertake the duties of their role. The main functions for which paid time off as a Trade Union Learning Representative will be allowed are:

- 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 about carrying on any such activities;
- preparation to carry out any of the above activities; and
- undergoing relevant training.

2.2 Trade Union Learning Representatives will be expected to liaise with the Council to ensure training activities are complementary and that the scope for duplication is minimised.

3. Time off for Health & Safety Representatives Duties

3.1 The Council recognises that accredited Health & Safety Representatives are entitled to appropriate paid time off to carry out health & safety functions and duties and to attend relevant training courses.

3.2 The main functions for which paid time off as a Health & Safety Representative will be allowed to undertake with the approval of management are:

- representing employees in discussions with the Council on health, safety or wellbeing issues;
- being involved with risk assessment procedures (in conjunction with management);
- attending health and safety consultative committees;
- inspecting the workplace (in conjunction with management);
- investigating potential hazards (in conjunction with management);
- investigating notifiable accidents, diseases, dangerous occurrences (in conjunction with management); and
- investigating employees' complaints.

5. Time Off for Trade Union Activities

5.1 The Council recognises that Representatives are entitled to reasonable time off without pay, subject to the exigencies of the Service, to take part in trade union activities. The Council also recognises that, to operate effectively and democratically, Trade Unions require the active participation of members and that such participation will promote the proper representation of members' interests.

5.2 Whilst recognising that there is no entitlement to paid time off for trade union activities, Heads of Service will consider sympathetically requests for time off with pay from Representatives and trade union members, particularly for example where this will help to ensure workplace meetings are fully representative. The timing of such workplace meetings should be arranged to minimise the disruptive effect on the Service as far as possible. Where unpaid time off is

granted, employees participating in the Flexible Working Hours Scheme may wish to consider using accrued flexi time to attend meetings.

5.3 Only Branch Officials and Shop Stewards will be granted time-off with pay to attend Trade Union conferences, namely:

- annual conferences where Local Government issues are being addressed, including STUC and TUC; and
- branch or district meetings of the Trade Union dealing with Local Government issues.

5.4 Trade union activities are those activities relating to the running of and participation in the affairs of the union and are separate from those relating to the employer. The following list is neither exclusive nor exhaustive but illustrates the nature of activities for which time off without pay may be granted:

- annual conferences or Trade Union meetings where Local Government issues are not being specifically addressed;
- specifically convened meetings or conferences of the policy making body of the trade union which do not directly concern Local Government issues;
- branch or district meetings which do not directly concern Local Government issues; and
- voting in properly conducted ballots on industrial action and union elections, including Representative Elections.