

UNISON TIME OFF AND FACILITIES AGREEMENT

THIS AGREEMENT is made 1 April 2016

BETWEEN TANDRIDGE DISTRICT COUNCIL of Council Offices, Station Road East, Oxted, Surrey RH8 0BT (1) and UNISON OF UNISON South East, Ranger House, Walnut Tree Close, Guildford, Surrey GU1 4UL (2)

BACKGROUND

This is a voluntary agreement made between the parties as the Organisation does not recognise the Union for negotiation and consultation purposes. However, it does recognise the importance of staff being able to join a trades union if they so wish and union officials being able to represent staff, attend necessary and relevant training and attend meetings in order to carry out their duties.

1 DEFINITION OF TERMS

In this Agreement:-

“Accredited Representative” means members of Staff who have been duly elected or appointed by the Union in accordance with its rules to be its authorised representatives within the Organisation

“The Organisation” means Tandridge District Council

“The Union” means the Tandridge Branch of UNISON

“Staff” means all employees of the Organisation

2 COMMENCEMENT DATE

This Agreement commences on 1 April 2016

3 REPRESENTATION

- 3.1 The Union will determine the number of Accredited Representatives, having regard to the size and location of its membership within the Organisation. The number of representatives will form part of the annual review of this Agreement.
- 3.2 The Union agrees to inform the Organisation in writing of the names of all Accredited 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 only Accredited Representatives of the Union membership.
- 3.3 The Union will provide written credentials for each Accredited Representative.

4 THE FUNCTION OF ACCREDITED REPRESENTATIVES

The Organisation and the Union recognise that the employee relations functions of Accredited Representatives are important duties in addition to their duties as members of Staff of the Organisation. Their functions and responsibilities are as follows:

- To be responsible to and for a group of Staff members of the Union
- To undertake employee relations duties operating within the policies of the Union. Issues may include Staff members' grievances, discipline, performance management issues, health and safety and equal opportunities
- To communicate with staff members, management and Staff Conference
- To meet with other representatives, officials or full-time Union officers on matters covered by this Agreement

5 TIME OFF

5.1 This Agreement seeks to establish a 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 for the following:

- Representing staff at disciplinary, grievance, and performance management hearings.
- To deal with issues as outlined in 4 above.
- Reasonable time off to attend training that is relevant to their duties. However Representatives should wherever possible attend such training in their own time. The parties have agreed the following specific arrangements:

- (i) Newly appointed stewards and Health and Safety representatives will be allowed to attend the appropriate accredited course for stewards and the initial training for Health and Safety representatives. Normally, this will not exceed 5 days.
- (ii) Normally, up to 3 days will be given to attend any other courses but will be subject to agreement by the line manager, taking into account operational considerations. Should there be any disagreement the Head of Personnel and Training will be consulted.

- 5.3 Representatives and Members will be able to attend the AGM during office hours which will not exceed one and a half hours.
- 5.4 All other activities such as Branch Meetings, Branch Committee Meetings,, recruitment drives etc. should be held in the Representatives' and Members' own time

6 PROCEDURES

- 6.1 Before taking time off, the Accredited Representatives must obtain the permission of their line manager, informing the line manager of the general purpose for which the time off is required, the intended location, the expected timing and duration.
- 6.2 Accredited Representatives are required to record time used for union duties on iTrent Self Service by clicking on 'other absences' and then 'union absence'
- 6.3 The Organisation will ensure that management at all levels are familiar with agreements and arrangements relating to this Agreement.

7 TRADE UNION FACILITIES

The Organisation agrees to provide reasonable facilities to Accredited Representatives to enable them to discharge their duties.

8 NO DETRIMENT

No member of Staff whether as an Accredited Representatives or Staff member will be discriminated against during the course of their employment for membership of the Union or activities as an Accredited Representative of the Union.

9 DISPUTES

- 9.1 The Organisation and the Union agree to make every effort to resolve disputes in relation to time off for trade union duties and activities.
- 9.2 Where permission to take time off is withheld, an explanation for the reason(s) will be given by the appropriate representative of management.
- 9.3 If the Union official is dissatisfied with the decision, the matter may be referred to the relevant Chief Officer or Head of Personnel and Training whose decision shall be final with regard to the internal process.

10 AMENDMENT OR TERMINATION OF AGREEMENT

- 10.1 Either party may submit proposals to amend this Agreement at any time. Such proposals will be made in writing to the other party and will be the subject of joint discussions.

- 10.2 The parties agree to review this Agreement twelve months from the Commencement Date and annually thereafter.
- 10.3 Any amendments to this Agreement agreed between the parties shall be in writing and appended to this Agreement unless the parties agree that a new agreement is required.

FOR AND ON BEHALF OF THE ORGANISATION

Signature Seamus Crotty.....

Name SEAMUS GIDDY.....

Title Head of Personnel and Training.....

FOR AND ON BEHALF OF THE UNION

Signature Andrew Seus.....

Name ANDREW SEUS.....

Title CHAIRPERSON.....