

**EMPLOYMENT RELATIONS AGREEMENT****1. Introduction**

- 1.1 This agreement sets out a framework for good employment relations within Nottinghamshire County Council. It brings together arrangements for consultation and negotiation within the Authority and sets out provisions for trade union time off and facilities. As part of this agreement a Joint protocol has been drawn up which is designed to set the standard for the way in which employment relations are carried out within the Authority.

The agreement has been revised to take account of the provisions for Trade Union Learning Representatives as contained in the Employment Act 2002.

**2. Joint Protocol**

- 2.1 This joint Protocol will govern the way in which Nottinghamshire County Council and its recognised Trade Unions work together co-operatively towards a common goal of quality public services. It is designed to help further develop, maintain and promote a positive Employment Relations climate, which will benefit all service users, employees, managers and Elected Members. The Authority and the recognised Trade Unions expect that this protocol will be adhered to at all times.

**Expectations**

- a) Behaviour will be courteous and professional with mutual respect being shown.
- b) Any discussions will be entered into with the intent to reach agreement.
- c) The Authority's Management and Trade Unions will each respect the legitimate role of the other.
- d) Effective consultation will rely on all necessary information being shared.
- e) Initiation of and response to consultation will take place in good time and reasonable notice will be given of any meetings called.
- f) Those involved in consultation exercises will be able to make recommendations at the appropriate level and decisions within their level of authority.

- g) In circumstances where it is clearly agreed that there is a legitimate need to maintain confidentiality in relation to certain information, this will be respected and observed.
- h) The principles of equality of treatment will apply at all times.

### 3. **Aims**

- 3.1 The aim of this agreement is to set out mechanisms that will ensure the effective implementation of the Joint Protocol.
- 3.2 It recognises the importance of maintaining good employment relations; this will be balanced at all times with the need to avoid unnecessary costs and maintain the effective running of services.
- 3.3 The agreement has regard to Sections 168, 169 and 170 of the Trade Union and Labour Relations (Consolidation) Act 1992, Section 43 of the Employment Act 2002 and the ACAS Code of Practice "Time off for Trade Union Duties and Activities", together with any appropriate provisions either recommended and/or prescribed by national bodies within local government.

### 4. **General Principles**

- 4.1 This agreement applies to all of the constituent trade unions of the Corporate Joint Forum and the Departmental Joint Consultative and Negotiating Panels, and their officials, recognised by the County Council for collective bargaining purposes.
- 4.2 In recognition of the responsibilities of school governors, school based non-teaching employees are not covered by the corporate agreement but by a parallel document entitled 'Trade Union Relations with Schools' (see Appendix 6).
- 4.3 Time off for the purposes allowed in this agreement shall be requested as far in advance as possible to ensure that all reasonable notice is given. Permission shall not be unreasonably withheld and shall at all times have regard to the demands of the service and the principle that the provisions should operate within the resources available to the County Council and should not impose undue burdens on other employees. Further guidance in this respect can be found in paragraph 11.
- 4.4 As a general rule time off shall be on the basis of "as and when necessary" subject to the principles outlined in paragraph 4.3

above, other than for those officials whose positions attract regular time off (see paragraph 7.3.).

- 4.5 Except for meetings convened by management requiring attendance of a trade union official any further duties and activities of the trade union official shall be arranged so as to minimise any disturbance to their normal employment.
- 4.6 If there is doubt about the operation of this agreement on either side, which cannot be resolved within the Department, the Assistant Director (Human Resources), Resources Department, should be consulted. Either side can request a review of this agreement.

5. **Definitions of Trade Union Officials/Accredited Representatives**

- 5.1 In this agreement the definition of a trade union official is as set out in the TULRCA 1992, i.e., "any person who is an officer of the union or of the branch or section of a union or who (not being such an officer) is a person elected or appointed in accordance with the rules of the union to be a representative of its members or some of them, including any person so elected or appointed who is an employee of the same employer as the members of one or more of the members whom they are to represent."
- 5.2 Under the Management of Health and Safety Regulations 1992, the council has a legal responsibility to consult trade union safety representatives, allow them to inspect and investigate workplaces and provide information and facilities to enable them to carry out this work.
- 5.3 Under the Employment Act 2002, the Council shall permit an employee who is a member of a recognised trade union, and a learning representative of the trade union, to take part in analysing learning and development needs, providing information and advice about learning and training matters, arranging learning and training and promoting the value of learning and training.
- 5.4 These roles can be fulfilled by stewards being appointed as safety or learning representatives or by trade union members acting solely as safety or learning representatives. Accreditation facilities and time off for safety or learning representatives will apply as per other representatives.

6. **Formal Arrangements for Consultation and Negotiation**

- 6.1 Consultation and negotiation within Nottinghamshire County Council takes place at different levels depending upon the nature of the issue. The aim at all times is for meaningful discussions to take place at "grass roots" level.
- 6.2 Issues of specific departmental or service relevance will be addressed locally through Departmental or Service Joint Consultation and Negotiating Panels (JCNPs). A model constitution for a typical JCNP is shown at Appendix 1.
- 6.3 Corporate issues i.e. those that have implications across the Authority, are discussed through the Corporate Joint Forum which meets at 2 monthly intervals. Informal interim meetings with the trade unions are held bi-monthly between each formal meeting. These will be discursive in nature with the aim of finalising proposals to be brought to the Corporate Joint Forum for ratification. In addition the Central Health, Safety and Welfare Panel considers issues specific to health and safety at a corporate level. Meetings between the trade unions and the Chief Executive on specific issues may take place on an ad hoc basis at the request of either side. The Assistant Director (Human Resources), Resources Department, will also attend as appropriate.
- 6.4 Most employee related decisions are delegated to the Chief Executive and other officers delegated by the Chief Executive with whom responsibility for full and proper consultation lies. Where agreed procedures are not followed, the trade unions will have access to the grievance/disputes machinery.
- 6.5 Where decisions that would have previously been made by Committee are made by an officer, evidence of full and proper consultation with the trade unions and its outcome will be included in the prescribed documentation recording the decision made. Trade unions will have full access to all published decision records.
- 6.6 The Chief Executive, (and other officers delegated by the Chief Executive) should ensure that unions are fully consulted, at the earliest opportunity, on issues that could affect their members. A joint protocol has been drawn up governing relationship between Nottinghamshire County Council and its' trade unions within the new political arrangements. This is attached in full at Appendix 4.
- 6.7 Should unions wish to dispute a decision that has been made, the Resources Cabinet Member and the Assistant Director (Human

Resources), Resources Department, should provide a conciliation role in the first instance. Where conciliation fails to reach agreement or proper process is not followed, the trade unions will have access to the grievance/disputes machinery.

- 6.8 The Local Joint Resolutions Committee is the forum where Members of the County Council consider differences which cannot be resolved between Chief Officers and trade unions at Joint Panels, or which cannot be resolved through the Corporate Joint Forum.
- 6.9 Two trade union representatives of the Corporate Joint Forum will be elected by the trade unions to attend Personnel Committee and Public Protection Committee in an observer capacity (with the right to speak but not vote on matters being considered).
- 6.10 Two trade union representatives of the Corporate Joint Forum will be elected by the trade unions to attend Overview Select Committee meetings together with meetings of the subsidiary Select Committees. Trade union representatives have the right to speak but not to vote upon matters being considered.
- 6.11 Trade union representatives attending Committees will be subject to the same provisions in respect of exempt items as members of the public and media representatives.
- 6.12 Approval of corporate personnel policies and strategies is through the Personnel Committee on which the trade unions are represented.

## 7. **Trade Union Accreditation/Constituencies**

### 7.1 Corporate

- 7.1.1 It is recognised that the activities of certain trade union officials will concentrate on corporate issues, dealt with through Corporate Joint Forum. These agreed posts are listed at Appendix 2; the names of individuals occupying these positions will be notified to the Assistant Director (Human Resources), Resources Department. Any change in individuals appointed to these positions will be notified within 5 working days; the relevant Chief Officer will then be notified and the corporate duties of that official can commence. The Assistant Director (Human Resources), Resources Department, will keep a record of those in post.

- 7.1.2 A corporate budget for the agreed posts will be implemented to ensure equitable funding of corporate trade union activity. This is set out at Appendix 2.
- 7.1.3 The regular time off set out in Appendix 2 is based on job descriptions produced by the trade unions concerned. Any changes to these job descriptions must be notified to the Assistant Director (Human Resources), Resources Department, and changes to regular time off may be negotiated where necessary.

## **7.2 Departmental**

- 7.2.1 Upon appointment of a trade union steward, the trade union shall notify the relevant Chief Officer, in writing and within 5 working days, of the name and work place of the individual, the role which they will be undertaking (e.g. steward, health and safety or learning representative), date of appointment and constituency (e.g. by employee group, establishment, section(s)) and the name of any trade union official they have replaced.
- 7.2.2 Following confirmation that the appointment has been in accordance with the rules of the trade union, and in the case of learning representatives that the training condition has been met in respect of that person, the official will be accredited as such until the Chief Officer is notified by the trade union that the appointment is terminated, or the employee moves to another post or occupational group outside the agreed constituency. In any case, the trade union will be required to confirm the names of its officials to the appropriate Chief Officer on an annual basis. Chief officers will keep a record of accredited stewards within their own department. Where a number of appointed officials work in a particular part of the organisation, both management and trade unions need to be particularly mindful of the needs of the service when requesting / granting time off for trade union duties, activities or training.
- 7.2.3 Following notification, Chief Officers shall issue an appropriate form of recognition, showing the year of issue, (together with copies of this agreement and any appropriate procedures relating to grievance and disciplinary matters) to the steward concerned.
- 7.2.4 In relation to the appropriate functions, the County Council shall only deal with the trade union officials who have been accredited in accordance with this procedure, or with full time paid officials of a recognised trade union. The exception to this might be the inclusion of members of self-organised groups from within a

recognised trade union on corporate or departmental working groups, where it is appropriate for members of a particular group to be involved. Trade union representatives will work within their given constituency, and cross-constituency representation will take place only in exceptional circumstances.

- 7.3 Departmental Management shall seek to agree with the trade unions the number of trade union officials required and the constituencies that each will represent, subject to a review as required by either management or trade unions. If agreement cannot be reached, either party may refer the matter to the Assistant Director (Human Resources), Resources Department.

## 8. **Time Off**

### 8.1 **With Pay - Trade Union Duties**

The County Council recognises that reasonable time off with pay must be afforded to trade union officials to perform their employment relations duties. Examples of Trade Union Duties, including those of Health and Safety Representatives and Learning Representatives, are listed at Appendix 3.

### 8.2 **Without Pay - Trade Union Activities**

There is no statutory requirement to grant time off other than in paragraph 8.1 above. The County Council recognises that trade union officials have responsibilities other than those which fall strictly within the meaning of Section 170 of the Trade Union and Labour Relations (Consolidation) Act 1992. Examples of these are listed at Appendix 3.

- 8.2.1 Such responsibilities will be undertaken on the basis of time off without pay except that time off with pay will be allowed in the following cases:

- i) To carry out the duties of an appointed or elected member who is the holder of a senior position within a trade union, e.g. a regional or national position.
- ii) In respect of attendance at Annual Conference subject to the number of accredited delegates being specifically approved on each occasion by the Assistant Director (Human Resources), Resources Department, in consultation with the appropriate Chief Officer(s). This will only be allowed where the constitution of the trade union concerned does not allow

reimbursement of loss of earnings for attendance at the Conference.

- iii) Where time off with pay is recommended or prescribed by a particular National Joint Council or other similar national body.
- iv) Recruitment of new members, maintaining membership and collection of contributions shall be subject to there being no undue disruption of work, i.e. restricted to immediate or close proximity of employees concerned.

The only exception to this will be where, by prior arrangement, an official formally covers more than one workplace, the area (or membership) is agreed and consideration is given to the needs of the service.

## 9. **Safety and Learning Representatives**

- 9.1 Time off with pay is allowed for trade union safety and learning representatives to carry out their duties, as set out in paragraph 8.1.
- 9.2 The County Council's full agreement on consultation with employees on matters of health and safety can be found in the Safety Manual, Section A5.

## 10. **Trade Union Training**

- 10.1 A trade union official will be allowed reasonable time off with pay to undergo training in aspects of industrial relations which are relevant to the carrying out of their duties, and approved by the Trade Union Congress or by the independent trade union of which they are an official.
- 10.2 The County Council recognises that accredited representatives are more likely to carry out their duties effectively if they possess skills and knowledge relevant to their duties. The County Council therefore allows accredited representatives reasonable time off during working hours to undergo training relevant to the carrying out of their trade union duties. Training should be in aspects of employment relations relevant to the duties of the representative. There is no recommended syllabus since representatives' duties will vary according to the collective bargaining arrangements, the structure of the union and the role of the official. The training must



also be approved by the TUC or by the trade union of which the employee is a representative.

- 10.3 Representatives attending training, relevant to their duties at the workplace, must be paid for the time off taken. Where part-time employees, who are accredited trade union representatives, attend a course of training and the time spent exceeds the normal working hours, the employees will receive payment for the entirety of the course.

# **11. Procedure for Time Off for Trade Union Duties, Activities and Training**

- 11.1 Accredited trade union representatives, requesting time off to pursue duties, activities or training, should provide management with as much notice as can be reasonably given and give details of:

- the purpose of such time off
- the intended location
- the timing and anticipated duration of time off required, including travel time.

- 11.2 In providing this detail due regard will be made to the need of trade union representatives to maintain confidentiality.

- 11.3 Representatives attending training courses, if so requested, should provide a copy of the syllabus or prospectus indicating the contents of the course.

- 11.4 When deciding whether requests for time off can be agreed, consideration will be given to the reasonableness of the request, i.e. whether there is adequate cover, relief cover is required, service provision will be unaffected and whether statutory requirements can continue to be met. Accordingly, when arranging meetings, management and the trade unions have a joint responsibility to agree a mutually convenient time, which minimises the effect of the absence from the workplace. For example, where workplace meetings are requested, consideration should be given to holding them towards the end of a shift or the working week or before/after a meal break.

- 11.5 Each application for time off shall be considered on its merits, taking into account the agreed time off already taken or in prospect.

- 11.6 Requests for time off for trade union activities and/or training shall, wherever possible, be made using the agreed pro-forma in Appendix 5. This is to be submitted by the trade union to the relevant manager no less than 14 days prior to the commencement of the activity or training in question. The manager, following consideration of the needs of the service, shall inform the trade union whether the request can be acceded to no less than seven days prior to the commencement of the activity or training. It is recognised that meetings etc. are sometimes called at short notice, in which case requests for time off and responses to them must be made at the earliest opportunity. In exceptional circumstances, i.e. where urgent action is required and it is not possible to obtain prior written approval, time off may be taken with the verbal agreement of the line manager. In such cases, retrospective approval must be sought using the specified form; trade union representatives should inform their manager of the time incurred whilst undertaking union duties on this basis and the reason for it as soon as possible after the time off has been taken.
- 11.7 Requests for time off and responses to them must be recorded using the agreed form (Appendix 5). This form may be replaced by local agreement, where other reporting systems are in place, which provide the information necessary to monitor trade union time off and the responses of management to requests for trade union time off.

## 12. **Trade Union Members**

- 12.1 The County Council recognises that to operate effectively and democratically trade unions need the active participation of members in certain activities, and will at all times have regard to Section 168 of the Trade Union and Labour relations (Consolidation) Act 1992. This states that an employer shall permit an employee who is a member of an appropriate trade union to take reasonable time off, during the employee's working hours, for the purposes of taking part in:
- 12.2 Any activities of an appropriate trade union of which the employee is a member, and
- 12.3 Any activities, whether or not falling within the previous paragraph, in relation to which the employee is acting as a representative of such a union, excluding activities which themselves consist of industrial action whether or not in contemplation or furtherance of a trade dispute. In interpreting the above provisions the County

Council will have regard to the ACAS Code of Practice "Time Off for Trade Union Duties and Activities".

### 13. **Victimisation**

13.1 Victimisation of an employee on grounds of trade union membership or activity is unlawful (Trade Union and Labour Relations (Consolidation) Act 1992 and Employment Relations act 1999) and is not acceptable within this Authority. Any employee who believes that they have been victimised because of their trade union membership or activities may seek to challenge this through the appropriate County Council procedure (e.g., Harassment Complaints Procedure; Grievance Procedure).

### 14. **Trade Union Facilities**

14.1 The County Council recognises that trade union officials require access to certain facilities if they are to perform their duties efficiently and communicate effectively with members, other lay officials and full time officers. These are set out below:

#### 14.2 **No Charge**

***(Subject to availability - County Council work to take precedence. To be kept under review in cases of excessive use)***

- Accommodation for meetings and interviews (except in the case of schools or other buildings where letting fees may apply after 6pm.)
- Office accommodation for certain Branch Officers
- Provision of notice boards - multi-union where possible - at each workplace
- Lists of new starters
- Use of telephone - reasonable access in private if possible
- Use of fax machine where this is available in the workplace
- Access to Internet / Intranet and e-mail facilities, where available in the workplace, subject to the County Council's Internet use Guidelines
- Access to workplace photocopying facilities
- Use of word processing/reprographic facilities

- Use of a dedicated Trade Union NEO Bulletin Board for relaying appropriate information (until such time as this technology is no longer in use in the organisation.)

The County Council reserves the right to impose a charge if, in practice and after consultation with the trade unions, it is felt appropriate.

### 14.3 Recharge

- Use of County Council's distribution facilities - recharge if any additional cost, except that one free distribution will be provided by the County Council for each new starter.
- Deduction of trade union subscriptions on behalf of members - subject to the individual employee's consent and to a percentage recharge to the individual trade unions as determined by the County Council.

## 15. Appeals

Any grievance relating to the interpretation of this Agreement shall be dealt with in accordance with the prescribed Grievance Procedure or Local Joint Resolutions Committee, as appropriate.

## **Model Constitution**

### **Joint Consultative and Negotiating Panels**

#### **Objectives, Constitution, Procedure and Administrative Arrangements**

##### **1. Objectives**

- 1.1 It is important for efficiency and for good employment relations that employees should feel that:
- They are kept informed by management on matters which concern them
  - Their views are sought by management on existing practices and on proposed changes that would affect them.

- 1.2 Without prejudice to the right of management to manage and of the employees to make representations in their interests through their own organisations, the general objectives of the panels shall be:

To provide a forum for general discussion, negotiation and consultation on matters relating to conditions of service, health, safety and welfare, learning and development, employment relations, productivity and working arrangements.

##### **2. Terms of Reference**

- 2.1 In pursuance of the general objectives outlined above, the following are included in the terms of reference of the panels:

An exchange of views and information and/or negotiation on problems of concern to both management and employees for example:

Conditions of service affecting the employees covered by the Panel

Working conditions (e.g. hours, rotas, accommodation etc.)

Re-organisation of staffing structures

Provision, specification and use of equipment (including safety aspects)

Introduction of management techniques

Welfare matters

Learning and development

Productivity including bonus schemes

Other matters of an operational or day to day nature relating to service conditions issues.

- 2.2 No question of individual discipline, promotion, grading or efficiency shall be within the scope of the Panel. This is essentially designed to preserve the position of separate procedures for dealing with individual matters of discipline and post grading and the avenues for redress.
- 2.3 Chief Officers should ensure that unions are fully consulted, at the earliest opportunity, on issues that could affect their members. A joint protocol has been drawn up governing the relationship between Nottinghamshire County Council and its trade unions within the new political arrangements. This is attached as Appendix 4 of the full Employment Relations Agreement.

### 3. **Corporate Joint Forum**

- 3.1 Corporate employment/Human Resources issues that have implications across the Authority are discussed at the Corporate Joint Forum.
- Meetings are every 2 months
  - Informal interim meetings with officers and the trade unions are held bimonthly between each formal meeting.
  - Final proposals for ratification will be brought to the Corporate Joint Forum.

Membership of the Corporate Joint Forum

- The Resources Cabinet Member (Chair)
- Chief Executive or deputising Chief Officer
- 2 Labour members
- 1 Conservative member
- The Assistant Director (Human Resources), Resources Department
- The Departmental Heads of Personnel (i.e. all of them)
- Chairs of Departmental JCNPs
- Proportional representation of the recognised trade unions based on membership, minimum 1 representative.

- Presenting Officers from the Personnel, Training and Development and Health and Safety function, and Departmental Service Managers to attend as appropriate to agenda. Likewise, trade union representatives who have specific knowledge/expertise relating to particular agenda items will attend as appropriate.

4. **Membership of the Departmental Joint Consultative and Negotiating Panels**

- 4.1 The membership of the management side shall comprise of the Chief Officer or representative(s) together with other representatives as appropriate.
- 4.2 Trade Union representation shall be a matter for agreement between the relevant trade unions and the Chief Officer concerned. Similarly, each trade union may co-opt additional members as necessary or appropriate by prior agreement. Consideration may need to be given to the number of members represented by each individual steward. Where no agreement can be reached the matter should, in the first instance, be referred to the Assistant Director (Human Resources), Resources Department. Ultimately, any continuing disagreement may be dealt with in accordance with Paragraph 15 of the main agreement.
- 4.3 The Chair of the Panel shall be the Chief Officer or representative.
- 4.4 Where, in a matter for negotiation, the Panel "fails to agree" either side shall always have access to the Local Joint Resolutions Committee. A written request, giving details of the relevant issue, should be made to the Head of Members' Services, who will arrange for a meeting of the Local Joint Resolutions Committee to be held as soon as possible. Every effort will be made to ensure that this is achieved within 20 working days of receipt of the written request. This time limit will only be extended with the agreement of the Chair of Committee, in consultation with the Assistant Director (Human Resources), Resources Department. Should a delay be agreed, the Head of Members' Services will keep all parties informed of the reason for it. Each Side will be expected to produce a written statement setting out their case. This will be circulated to all parties 5 working days before the meeting.

5. **Membership of the Local Joint Resolutions Committee**

- 5.1 Chaired by Leader of the County Council or their nominee  
Proportional Member Group nominated by Council  
Assistant Director (Human Resources), Resources Department, or  
designated Deputy  
Committee to be advised by the Chief Executive or their  
designated deputy.
- 5.2 The County Council's Personnel Standing Orders/Regulations  
shall govern the extent to which any matter dealt with in the  
committee requires subsequent reference to the County Council or  
any of its Committees for information and/or approval.

6. **Procedure**

- 6.1 Unless agreed otherwise, no grievance shall normally be  
considered by a Panel unless and until it has been referred  
through the various stages of the grievance procedure.
- 6.2 Subject to the terms of reference herein, all appropriate matters  
will be dealt with in the relevant Panel prior to any consideration by  
the relevant Local Joint Resolutions Committee.
- 6.3 In the matter of local collective bargaining both sides shall use  
their best endeavours to ensure that no industrial action (which  
shall include any strike, lockout or other form of industrial action)  
shall be taken whilst an issue is under negotiation by a Panel until  
a "failure to agree" has been recorded and the matter has been  
considered by the Local Joint Resolutions Committee.
- 6.4 No matter shall be referred by any panel for provincial or national  
consideration without prior consideration by the Local Joint  
Resolutions Committee. This shall not preclude either side taking  
advice from their National Advisers.
- 6.5 Adequate time off shall be allowed for unilateral discussions  
immediately prior to meetings of the Panel and, where necessary,  
during a Panel's deliberations. Such unilateral discussions may be  
held at other times subject to the prior agreement of the  
appropriate Chief Officer or representative.
- 6.6 Business at a Panel shall normally be restricted to those items  
given on the agenda to be agreed by both sides beforehand,  
except that urgent business may be discussed at a meeting with  
the approval of both sides.



- 6.7 Meetings shall be held as and when required and shall be convened without undue delay. Meetings should not be cancelled without good reason or without the agreement of both sides.

7. **Administrative Arrangements**

- 7.1 Management shall provide the secretarial facilities for the Panels and Corporate Joint Forum, and shall be responsible for the preparation of the Agenda which shall be despatched to all members of the Panel at least seven calendar days in advance of the meeting.
- 7.2 Agenda items shall be forwarded to the secretary in sufficient time to allow preparation/despatch accordingly and shall be accompanied by sufficient background information to enable both sides to attend the meeting adequately briefed.
- 7.3 The trade union side shall appoint a secretary with whom all liaison between the Chief Officer (or Chief Executive as appropriate) and the employee representatives shall be carried out. Agendas and minutes for all meetings shall also be sent to individual nominees.
- 7.4 Meetings shall normally be in working hours at locations to be agreed by both sides.
- 7.5 The County Council will pay approved expenses including travelling (plus any car parking fees necessary) and subsistence of any County Council employees attending as a representative of either side. No employee will suffer a reduction in pay or allowance (including any productivity bonus) by reason of any such attendance. Where an accredited employee representative attends a Panel meeting at a time when they would otherwise be off duty:
- travel time and expenses in respect thereof shall be calculated on the basis of distance between home and venue of the meeting, and
  - time off in lieu shall normally be granted to the individual, to be taken with the agreement of the relevant Chief Officer. In exceptional circumstances, where the nature of the employees' work is such that their taking time off in lieu would necessarily incur additional cover costs (as for front line employees providing essential services direct to the public), the Chief Officer may allow for pay at plain time to be given as an alternative to lieu time.

- 7.6 Immediately following a Panel or Corporate Joint Forum Meeting, management shall be responsible for preparing a formal minute of the meeting and for circulating minutes to all members of the Panel within 3 weeks of the date of the meeting. Any changes to the recorded minutes may be agreed at the next Panel or Corporate Joint Forum Meeting. Both sides will recognise the importance of ensuring that employees covered by the Panel/CJF are fully informed of decisions and, where appropriate, the reasons for them.
- 7.7 The extent to which the relevant Cabinet Member is kept informed on matters under consideration in Panels is left to the discretion of the Chief Officer (or Chief Executive as appropriate.).

**1. Allocation**

- 1.1 The regular time off set out in the following table is subject to change by agreement with the Assistant Director (Human Resources), Resources Department, in consultation with the trade unions.
- 1.2 The positions set out in this table attract regular, paid time off, as shown. This time off has been agreed with reference to the anticipated expectation of trade union involvement in corporate meetings and also to the job descriptions provided by the trade unions for the posts shown. The regular time off shown in the table is funded through the corporate funding system.
- 1.3 It is recognised that it may also be appropriate to allow a regular amount of time off for certain senior stewards within departments. Any such time off will be a matter for negotiation with the relevant Chief Officer.

<b>POSITION</b>	<b>DAYS PER WEEK</b>
<b>UNISON</b>	
Unison Branch Chair	Two
Branch Secretary	Three
Service Conditions Secretaries x 2	Two per officer
Equalities Co-ordinator	One
Black Workers Officer	Half
Health & Safety Officers x2	One per officer
<b>GMB</b>	
Senior Steward	Two
<b>TGWU</b>	
Senior Steward	Half
<b>AEEU</b>	
Senior Steward	Half
<b>UCATT</b>	
Senior Steward	Half
<b>CYWU</b>	
Senior Steward	Half

1. The following sets out some of the key points of the ACAS Code of Practice "Time Off for Trade Union Duties and Activities" which has been revised to include provisions for learning representatives. It should be noted that many of these provisions are enhanced by the County Council's own agreement.
2. **Time off for Trade Union Duties**
  - 2.1 In order to qualify as appropriate duties for which an accredited representative is entitled to paid time off, the duties in question must be in accordance with the ACAS Code of Practice for "reasonable time off". These include:
    - 2.2 " terms and conditions of employment, or the physical conditions in which workers are required to work" - could include pay, hours of work, holidays, sick pay, pensions, learning and development, equal opportunities, notice periods, the working environment and the operation of digital equipment and other machinery.
    - 2.3 "engagement or non-engagement, or termination or suspension of employment or the duties of employment, of one or more workers" - could include recruitment and selection policies, human resource planning, and redundancy and dismissal arrangements.
    - 2.4 "allocation of work or the duties of employment as between workers or groups of workers" - could include job grading, job evaluation, job descriptions, flexible working practices and family friendly policies.
    - 2.5 "matters of discipline" - could include disciplinary procedures, arrangements for representing trade union members at internal interviews and arrangements for appearing on behalf of trade union members, or as witnesses, before agreed outside bodies or Employment Tribunals.
    - 2.6 "trade union membership or non-membership" - could include representational arrangements and any union involvement in the induction of new workers.
    - 2.7 "facilities for trade union officials" - could include arrangements for the provision of accommodation and equipment and the provision of names of new workers to the union.

- 2.8 "machinery for negotiation or consultation and other procedures" - could include arrangements for collective bargaining, grievance procedures, joint consultation, communicating with members and communicating with other union officials also concerned with collective bargaining with the employer.

### 3. Time Off for Learning Representatives

#### 3.1 Reasonable time off with pay will be allowed for Learning Representatives for the purpose of:

- analysing learning and development needs
- providing information and advice about learning and development matters
- arranging learning and development
- promoting the value of learning and development
- consulting management about carrying out the above activities
- preparation for carrying out the above activities
- undergoing relevant, approved training.

The Council has in place well established learning and development programmes for employees. Learning Representatives should liaise with management to ensure that their respective learning and development activities complement one another and that duplication is minimised.

### 4. **Time Off for Safety Representatives**

#### 4.1 Reasonable time off with pay will be allowed for Safety Representatives to:

- Investigate potential hazards and dangerous occurrences at the workplace and to examine the causes of accidents
- Investigate complaints by an employee relating to an employee's health, safety or welfare at work
- Make representations to the employer on general matters affecting health, safety or welfare at work of the employees at the workplace
- Carry out inspections in accordance with regulations
- Represent the employees in consultation with Inspectors from the Health and Safety Executive (HSE)
- Receive information from HSE Inspectors
- Attend Joint Consultative and Negotiating Panels (JCNPs) in the capacity of Safety Representatives

- Attend the Central Health, Safety and Welfare Panel as a Safety Representative if chosen by their trade union

## 5. **Time Off for Trade Union Activities**

5.1 An employee who is a member of an independent trade union is entitled to a reasonable amount of unpaid time off to take part in any activities of the trade union and any activities to which the employee is acting as a representative of the union. The ACAS Code of Practice gives a number of examples of union activities suggesting that reasonable unpaid time off could be allowed for the following:

- Attendance at workplace meetings to discuss and vote on the outcome of negotiations with the employer
- Meetings with full-time officials to discuss issues relevant to the workplace
- Voting in union elections
- Accessing the services of a Learning Representative.

5.2 The ACAS Code also entitles an accredited representative to unpaid time off for activities including the following:

- Branch (*this will include stewards meetings*), area or regional meetings of the union where the business of the union is under discussion
- Meetings of official policy making bodies such as the Executive Committee or annual conference
- Meetings with full time officials to discuss issues relevant to the workplace

5.3 The County Council's agreement allows paid time off to be granted in some of the circumstances outlined above.

5.4 Activities amounting to industrial action are specifically excluded from the right to time off.

## **RELATIONSHIP BETWEEN NOTTINGHAMSHIRE COUNTY COUNCIL AND ITS TRADE UNIONS WITHIN THE NEW POLITICAL ARRANGEMENTS**

### **General Principles**

Within the new political arrangements:

- Nottinghamshire County Council will continue to promote trade union membership and good industrial relations through consultation with the trade unions over issues affecting employees.
- The opportunity for trade unions to be consulted fully, and in adequate time, on issues affecting their members will continue as at present and opportunities for improvement will continue to be explored.
- Two nominated trade union representatives will be entitled to attend Personnel Committee in an observer capacity, with the right to speak on relevant items but not vote on matters being considered. These representatives will be appointed by the Trade Unions who will notify the Chief Executive in writing of their names.
- Two nominated trade union representatives will be entitled to attend each Select Committee, with the exception of Education and Lifelong Learning Select Committee where four representatives may attend, with the right to speak on relevant items but not vote on matters being considered. These representatives will be appointed by the Trade Unions who will notify the Chief Executive in writing of their names.
- Trade union appointees attending Committees will be subject to the same provisions in respect of exempt items as members of the public and media representatives.
- Most employee related decisions will be delegated to Chief Officers with whom responsibility for full and proper consultation will lie. Where agreed procedures are not followed, the trade unions will continue to have access to the disputes procedures that exist at present.
- An Appeals Committee will continue, with a revised constitution; employment related appeals will be dealt with by panels of Members

of the Appeals Committee. The Local Joint Resolutions Committee to replace existing Joint Committee.

- Arrangements in respect of pension issues will continue as at present, with trade union representatives having the right to both speak and vote at such meetings.

### **Consultation Protocol**

- Chief Officers should ensure that unions are fully consulted, at the earliest opportunity, on issues that could affect their members. Good practice dictates that early and full engagement with the trade unions eases the decision making process and helps to avoid conflict at a later stage.
- When decisions that would have previously been made by Committee are now made by Chief Officers, evidence of full and proper consultation with the trade unions and its outcome should be included in the prescribed documentation recording the decision made.
- Trade unions will have full access to all published decision records.
- Should unions wish to dispute a decision that has been made, the Assistant Director (Human Resources), Resources Department, should provide a conciliation role in the first instance.
- Where conciliation fails to reach agreement or proper process is not followed, the trade unions will have access to the grievance/disputes machinery that exists at present.

### **Consultation – Practice Issues**

Consultation with the trade unions on matters affecting employees will take place as stated in the General Principles and Consultation Protocol set out above.

The Model Constitution for JCNPs (Appendix 1) details the types of issues on which trade union consultation should take place. Under the new political arrangements, the trade unions should continue to be consulted on any staffing matters that previously would have been referred to Committee.

In addition, the following principles will apply:



1. adequate time should be allowed for the trade unions to consider and respond prior to decisions being made. For major issues such as Departmental restructurings, consultation with the trade unions via dedicated sub-groups could work in parallel to the JCNP process.
2. There will not be any changes to facility time etc. as a result of these new arrangements. However, the effectiveness of these interim arrangements will be monitored through Corporate Joint Forum.
3. Consultation with the trade unions will need to be recorded in the documentation which will back up the formal decision record. The requirements for this recording process will be set out in the 'Modernisation Handbook', which is currently being developed.

# REQUEST FOR TRADE UNION TIME OFF

Name.....  
.....

Trade Union

Post .....  
.....

Position in Union

Department .....  
.....

Date of Accreditation

Base .....  
.....

Name of Manager

Request for Time Off Taken During (month) .....						
Date	Times		Reason	Location	Total Time Absent	Category (see note 4)
	Depart	Return				

Time Off Refused During (month) .....				
Date of Request	Date Time Off Required	Reason for Request & Location	Reason for Refusal	Category (see note 4)

**Signed** ..... **Date** .....  
(Trade Union Representative)

**Signed** ..... **Date** .....  
(Manager)

## Notes:

1. Form to be completed in advance of trade union activity or training and copy forward to Departmental Personnel Officer

2. Non-shaded areas to be completed by the Trade Union Representative
3. Shaded areas to be completed by Line Manager
4. Categories:       A = Trade Union Duty  
                          B = Trade Union Activity  
                          C = Trade Union Training

(For full description of each Category reference please refer to Employment Relations).

## **TRADE UNION RELATIONS WITH SCHOOLS**

### **1. Introduction**

- 1.1 This agreement acknowledges the County Council's employment relations agreement which sets out a framework for maintaining good relationships with trade unions as well as bringing together arrangements for consultation/negotiation and the provisions for trade union time off and facilities.
- 1.2 In that acknowledgement, this document recognises that the employment relations agreement does not cover schools staff since most governing bodies
- a) cannot negotiate local conditions of service but do exercise any discretionary powers within such agreements both local and national, and
  - b) do not allocate time off for trade union duties as this responsibility remains with the LEA. However, once allocated the operational release of such staff is a matter for the governing body.
- 1.3 Given the complication of these arrangements, it was considered advisable to set out a basic framework to govern relationships between the trade unions who are party to the Employment Relations Agreement and the Education Department in advising governing bodies on matters affecting such relationships. This framework will seek to ensure that school managers and governors work together co-operatively towards a common goal of improving educational standards and promote a positive climate for good employment relations.

### **2. Aims and Expectations**

- 2.1 The aim of this framework is to ensure that school managers and governors and the trade unions recognise the importance of maintaining good employment relations within the overarching need to maintain effective educational delivery and avoid unnecessary cost.
- 2.2 In particular, it is expected that

- a) behaviour will be courteous and professional with mutual respect being shown for each partner's role. In visiting schools all parties will abide by the regulations and protocols applying in respect of entry, health and safety, etc.
- b) any discussions regarding individual casework or the discretionary use of governors' powers in local agreements will be entered into with a view to reaching agreement and all relevant information will be shared.
- c) instigation of and response to consultation will take place in good time and with reasonable notice of meetings. Those involved will be able to make recommendations to the governing body or take decisions within their level of delegated authority.
- d) in circumstances where it is clearly agreed that there is a legitimate need to monitor confidentiality in relation to certain information, this will be respected and observed.
- e) the principles of equality of treatment will apply at all times.

### **3. Time Off for Trade Union Activities**

- 3.1 For the purpose of this framework, the description of a trade union official is as set out in the TULRCA 1992, i.e., "any person who is an officer of the union or of the branch or section of a union or who (not being such an officer) is a person elected or appointed in accordance with the rules of the union to be a representative of its members or some of them, including any person so elected or appointed who is an employee of the same employer as the members of one or more of the members whom they are to represent."
- 3.2 The Education Department maintains a fund to allow trade unions time off for specified duties. This fund is distributed by collective agreement with all of the recognised trade unions operating in the education service. The specified duties covered are:
  - a) to carry out the duties of an appointed or elected member who is the holder of a senior position within a trade union, e.g. regional/national secretary.

- b) to attend meetings of the Education Joint Consultative and Negotiating Panel including any meetings of working parties of that body that may be called from time to time by the Department.
- c) to support individual members through casework with the proviso that wherever possible such support will not affect the operational requirements of the service and the provisions of paragraphs 4.5 to 4.8 below shall apply.
- d) in respect of attendance at annual conference subject to the number of accredited delegates being specifically approved on each occasion by the Director of Education in consultation with the appropriate governing body.
- e) where time off with pay is recommended or prescribed by a particular National Joint Council or other similar national body.
- f) recruitment of new members, maintaining membership and collection of contributions shall be subject to there being no undue disruption of work, i.e. restricted to immediate or close proximity of employees concerned.

The only exception to this will be where, by prior arrangement, an official formally covers more than one workplace, the area (or membership) is agreed and consideration is given to the needs of the service.

Where a school has a recognised trade union officer within its establishment the level of funding is notified to the headteacher annually.

- 3.3 In addition, a trade union official will be allowed reasonable time off with pay to undergo training in aspects of industrial relations which are relevant to the carrying out of their duties, and approved by the Trade Union Congress or by the independent trade union of which they are an official.
- 3.4 The County Council recognises that accredited representatives are more likely to carry out their duties effectively if they possess skills and knowledge relevant to their duties. The County Council therefore allows accredited representatives reasonable time off during working hours to undergo training relevant to the carrying out of their trade union duties. Training should be in aspects of industrial

relations relevant to the duties of the representative. There is no recommended syllabus since representatives' duties will vary according to the collective bargaining arrangements, the structure of the union and the role of the official. The training must also be approved by the TUC or by the trade union of which the employee is a representative.

- 3.5 Representatives attending training, relevant to the duties at the workplace, must be paid for the time off taken. Where part-time employees, who are accredited trade union representatives, attend a course of training and the time spent exceeds the normal working hours, the employees will receive payment for the entirety of the course.
- 3.6 Time off with pay is also allowed for trade union safety representatives to carry out their duties in respect of health and safety, namely
  - Investigate potential hazards and dangerous occurrences at the workplace and to examine the causes of accidents
  - Investigate complaints by an employee relating to an employee's health, safety or welfare at work
  - Make representations to the employer on general matters affecting health, safety or welfare at work of the employees at the workplace
  - Carry out inspections in accordance with regulations
  - Represent the employees in consultation with Inspectors for the Health and Safety Executive (HSE)
  - Receive information from HSE Inspectors
  - Attend Joint Consultative and Negotiating Panels (JCNPs) in the capacity of Safety Representatives
  - Attend the Central Health, Safety and Welfare Panel as a Safety Representative if chosen by their trade union
- 3.7 Time off with pay is also allowed for trade union learning representatives to carry out
  - Analysing learning and development needs
  - Providing information and advice about learning and development matters
  - Arranging learning and development
  - Promoting the value of learning and development
  - Consulting management about carrying out the above activities
  - Preparing to carry out the above activities
  - Undergoing relevant, approved training

The Council has in place well established learning and development programmes for employees. Learning Representatives should liaise with management to ensure that their respective learning and development activities complement one another and that duplication is minimised.

- 3.8 Any requests for trade union time-off beyond the provisions of paragraphs 3.1 to 3.7 above will be a matter for governing bodies to determine on the understanding that where such requests are met they will usually be granted without pay.

**4. Procedure for Obtaining Time-Off for Trade Union Activities**

- 4.1 In allocating funds to allow time-off for trade union activities both the trade unions and the Education Department recognise fully the responsibilities of the headteacher and governing body in respect of the operational management of the school and the delivery of education to students. To ensure that proper time off for trade union duties and the maintenance of the service can both take place, the procedure for time off for trade union duties set out in this section will be adhered to.
- 4.2 Accredited trade union representatives, requesting time off to pursue duties, activities or training, should provide school management with as much notice as can be reasonably given and give details of:
- the purpose of such time off
  - the intended location
  - the timing and anticipated duration of time off required, including travel time.
- 4.3 In providing this detail due regard will be made to the need of trade union representatives to maintain confidentiality.
- 4.4 Representatives attending training courses, if so requested, should provide a copy of the syllabus or prospectus indicating the contents of the course.
- 4.5 When deciding whether requests for time off can be agreed, consideration will be given to the reasonableness of the request, i.e. whether there is adequate cover, relief cover is



required, service provision will be unaffected and whether statutory requirements can continue to be met. Accordingly, when arranging meetings, management and the trade unions have a joint responsibility to agree a mutually convenient time, which minimises the effect of the absence from the workplace. For example, where workplace meetings are requested, consideration should be given to holding them prior to or at the end of the school day.

- 4.6 Each application for time off shall be considered on its merits, taking into account the agreed time off already taken or in prospect.
- 4.7 Requests for time off for trade union activities and/or training shall, where possible, be submitted by the trade union to the headteacher no less than 14 days prior to the commencement of the activity or training in questions. The headteacher, following consideration of the needs of the service, shall inform the trade union whether the request can be acceded to no less than seven days prior to the commencement of the activity or training. It is recognised that meetings etc are sometimes called at short notice, in which case requests for time off and response to them must be made at the earliest opportunity. Retrospective approval may be sought only in exceptional circumstances where it is not possible to obtain prior approval. In such cases representatives should inform their manager of the time incurred whilst undertaking trade union duties and the reason for it as soon as possible after the time off has been taken.
- 4.8 Requests for time off and responses to them must be recorded in school within the normal absence monitoring arrangements.

## **5. Trade Union Members**

- 5.1 The County Council recognises that to operate effectively and democratically trade unions need the active participation of members in certain activities, and will at all times have regard to Section 168 of the Trade Union and Labour Relations (Consolidation) Act 1992. This states that an employer shall permit an employer who is a member of an appropriate trade union to take time off, during the employee's working hours, for the purposes of taking part in:

- a) Any activities of an appropriate trade union of which the employee is a member, and
- b) Any activities, whether or not falling within the previous paragraph, in relation to which the employee is acting as a representative of such a union, excluding activities which themselves consist of industrial action whether or not in contemplation or furtherance of a trade dispute. In interpreting the above provisions the County Council will have regard to the ACAS Code of Practice "Time Off for Trade Union Duties and Activities".

## **6. Victimisation**

- 6.1 Victimisation of an employee on grounds of trade union membership or activity is unlawful (Trade Union and Labour Relations (Consolidation) Act 1992 and Employment Relations Act 1999) and is not acceptable within this Authority. Any employee who believes that they have been victimised because of their trade union membership or activities may seek to challenge this through the school's grievance procedure.

## **7. Trade Union Facilities**

- 7.1 The LEA has always recognised that trade union officials in pursuance of their duties which relate directly to Nottinghamshire County Council and in order to perform their duties efficiently and to communicate effectively with members, other lay officials and full-time officers, require access to certain facilities. These are set out below:

### **No Charge**

- a) accommodation for meetings and interviews (subject to availability) - except that in the case of schools or other buildings where letting fees may apply after 6pm;
- b) office accommodation for certain honorary officers (subject to availability);
- c) provision of notice boards - multi-union where possible (subject to availability);
- d) lists of new starters - by arrangement with the County Treasurer;

- e) facilitating union ballot arrangements;
- f) use of telephone - reasonable access in private if possible;\*
- g) access to photocopying facilities - school work to have precedence;\*
- h) use of typing/duplicating facilities.\*

\* Headteachers to keep under review and inform the Assistant Director (Resources) in the event of any continued and excessive use, i.e. the right to impose a charge is reserved if it is felt appropriate after consultation with the trade unions.

### **Recharge**

- a) use of Authority's distribution facilities - recharge if any additional cost falling upon the Authority except that one free distribution will be provided by the Authority for each new starter;
- b) deduction of trade union subscriptions on behalf of members - subject to the individual employee's consent and to a percentage recharge to the individual trade unions as determined by the County Council.