



PROCEDURE AGREEMENT FOR TIME-OFF FOR INDUSTRIAL RELATIONS AND TRADE UNION DUTIES AND ACTIVITIES BY EMPLOYEES, AND FOR THE PROVISION OF FACILITIES

1. INTRODUCTION

1.1 The Time-Off and Facilities Agreement is entered into by the Authority to enable a speedy response and resolution of matters raised in consultation and in order that decisions may be made and implemented as quickly as possible, particularly where such matters have staffing or employment implications.

1.2 Section 27 of the Employment Protection (Consolidation) Act 1978 requires an employer to permit an employee of his or hers, who is an official of an independent trade union ie Branch Officers and elected members of the Branch Executive Committee (hereafter referred to as elected representatives) which is recognised by the employer, to take reasonable paid time-off during the employee's working hours for the purpose of enabling the employee:

- To carry out those duties which are concerned with industrial relations between his/her employers and any associated employer and their employees; or
- To undergo training in aspects of industrial relations which is:
 - * Relative to the carrying out of those duties; and
 - * Approved by the Trade Union Congress or by the independent Trade Union of which he or she is an official.

The following 'time-off' provisions and facilities will apply to those elected representatives in accordance with their respective functions and responsibilities.

1.3 All employees have the right to take part in the activities of an independent trade union including employees who serve on Departmental Committees (as will the rank and file members, hereinafter referred to as trade union members). Time off to take part in these activities with or without pay is at the discretion of the management, within the agreement.

1.4 Parties to this agreement recognise that its operation will require from each of them exercise of goodwill and flexibility. Therefore, the parties undertake to act with this in mind and in accordance, so far as reasonably practicable, with the ACAS Code of Practice on Time-Off for Trade Union duties and activities. It is the intention of the Authority that no employee shall be unreasonably prevented from taking part in Trade Union duties or activities covered by this agreement but the arrangements for granting time off will be subject to the exigencies of the service.

2. TIME-OFF PROVISIONS - GENERAL

2.1 Reasonable time-off as set out in Paragraphs 3 and 4 (below) will be granted to elected representatives for industrial relations and certain specific duties and activities, as defined in Paragraph 3 below, and for training, subject at all times to conditions relating to 'time-off' as laid down in the ACAS Code of Practice and prior management approval being obtained on each occasion as far in advance as reasonable in the circumstances with an indication as to the nature of the business for which time off is required, the intended location, and the expected period of absence.

2.2 The amount of time off work permitted will take into account the operational requirements of the officer's normal duties and the trade union office held. It is agreed between the trade union and the Authority that representatives will act responsibly in seeking time-off and that management will not unreasonably refuse such requests.

2.3 With the approval of the Authority a general meeting of the Branch or Branch Executive may be arranged to start at a time within normal working hours.

2.4 In applying the provisions set out below, the following conditions also apply:

- Where activities extend beyond normal hours no payment or time off in lieu will be granted.
- Costs of travel, subsistence, and fees are a matter for the Union.

3. TIME-OFF WITH PAY - DUTIES AND TRAINING

Reasonable time-off with pay - see Section 27 of the Employment Protection (Consolidation) Act - will be approved, only in respect of the following matters:

3.1 Collective bargaining with appropriate level of management.

3.2 Attendance at Consultative and Staff Side Meetings with management and/or elected members of the Authority, also any relevant pre-meetings of trade union officials amounting to not more than one hour on the day of the meeting.

3.3 Attendance at meetings with other elected representatives employed by the Authority or with full-time Union Officers on local Industrial Relations matters relating to the staff of the Authority.

3.4 Representing members within agreed or recognised grievance, discipline, disputes or appeals procedure at local level.

3.5 Attendance at any meeting at the request of the management or attendance by invitation at any Committee meeting of the Authority.

3.6 Attendance at Annual Conference of the Trade Union for a reasonable number of elected representatives appointed as Delegates - trade union to seek approval of the management for the nominee to attend.

3.7 To discharge the duties of the office of National President when a member is so elected by the trade union.

3.8 Attendance by virtue of their trade union membership to those employees who are called before a Royal Commission to give evidence or are summoned by the Minister of the Crown or a Department to discuss rates of pay/conditions of service, or in connection with attendance at meetings of National or Provincial Council as a Member thereof.

3.9 Attendance recognised and agreed training course for elected representatives relevant to their duties in respect of industrial relations.

3.10 Where an official is not taking part in industrial action but represents members involved, normal arrangements for the time-off with pay should apply.

3.11 Elected representatives shall be entitled to take leave with pay to enable them to attend meetings of bodies set up by trade unions (eg technical or advisory committees) for the purpose of research or the further advancement of knowledge etc, where the primary object of such committees are wholly unrelated to trade union activity.

4. TIME OFF WITHOUT PAY

The following activities - see Section 28 of the Employment Protection (Consolidation) Act) - would qualify for reasonable time-off without pay, subject to the approval of the Chief Fire Officer:

4.1 Any activities of the union of which the employee is a member.

4.2 Any activities in relation to which the employee is acting as a representative of the trade union.

4.3 Attendance at recognised and agreed education courses (other than 3.9 above) sponsored by the trade union.

5. INDUSTRIAL ACTION

Any activities which consist of industrial action whether in contemplation or furtherance of a trade dispute will not qualify for authorised time off either with or without pay.

6. FACILITIES

The Authority will make the following facilities available to elected representatives of locally recognised trade unions.

6.1 Lists of new starters and leavers together with their destination in the establishment, in whichever form is the most convenient to management.

6.2 Use of interview, meeting and committee rooms, with prior management approval, subject to availability.

6.3 Telephone facilities in privacy will be made accessible for use by elected representatives whenever possible. Where this is required the elected representative should first seek management approval and, if it is an external call, should then ensure that it is recharged on a personal basis.

6.4 Where available and subject to operational workloads and priorities, reasonable typing, duplicating and photocopying facilities for essential work in respect of industrial relations activities, where this does not interfere with official work. In each case the approval of the Chief Fire Officer must be obtained. Elected representatives shall take all steps necessary to minimise the use of these facilities.

6.5 Use of internal mail system for properly addressed trade union official correspondence.

6.6 Use of notice boards for reasonable trade union information, and notices to be made available at agreed locations. The display on such notice boards to be the responsibility of the trade unions.

6.7 Provision of appropriate circulars and policy letters relating to staffing matters will be provided to the Branch Offices by the Authority.

Appropriate facilities for the election of representatives, and for those elections to be conducted during working hours.

6.9 With prior approval and subject to availability, use of Authority premises for trade union meetings in and out of normal working hours.

6.10 Occasionally workplace meetings between representatives and a group of members may be required to discuss important industrial relations matters. In order to assist the consultative process by assuring a fuller attendance and with prior agreement of management, such meetings may be held in working hours without loss of pay at times approved by management.

6.11 Facilities for the deduction of Trade Union dues from Payroll at a cost rechargeable to the trade union will be provided.

6.12 Provision of rent-free premises.

6.13 The full time officer of any Branch of any recognised or appropriate trade union, having membership employed by the Authority, to be allowed to visit Authority establishments as required in pursuance of trade union duties, providing that prior approval has been sought from management.

7. PROCEDURE FOR DEALING WITH A GRIEVANCE IN RELATION TO TIMEOFF FOR TRADE UNION DUTIES AND ACTIVITIES

7.1 Where permission to take time off is withheld, the reason shall be given by the appropriate representative of management.

7.2 Any problem arising out of the operation of this agreement shall be raised by the Branch with the management in the first instance.

7.3 Any matter not being resolved may then be referred by the Branch to the JCC.

Trade unions will make available to the management, in writing, the names of all representatives' appointments and their sphere of representation.

Related Document

Trade Union Facilities Policy (ESPOL021) – found under Policy on Employment Services Intranet.