

PERSONNEL COMMITTEE

18th MAY 2010

CHIEF EXECUTIVE'S OFFICE

**REPORT OF THE HEAD OF HUMAN RESOURCES -
GRAHAM JONES**

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1. SERVICE LEVEL AGREEMENT FOR THE DEDUCTION OF CONTRIBUTIONS AT SOURCE (DOCAS) AND THE PROVISION OF MEMBERSHIP INFORMATION.

1. Background Information

- 1.1 NPT Council currently deducts trade union subscriptions at source for most trade union members.
- 1.2 UNISON have requested that a formal service level agreement is established for this service as well as the provision of information in relation to UNISON members and non members. UNISON will pay for this service.
- 1.3 UNISON have advised that they will use this information to ensure their records are up-to-date and accurate, and also to tailor services provided to UNISON members.

2. The Agreement

- 2.1. A draft agreement is attached at Appendix 1.
- 2.2 This agreement has been developed in consultation with representatives from Legal Services, Payroll, IT and HR, as well as UNISON.
- 2.3 The agreement sets out:
 - Requirements for deducting contributions at source
 - Requirements for the provision of data
 - Data protection for UNISON members and non members, with the option for employees to notify the Council that they do not wish their data to be provided to UNISON
 - A payment from UNISON for services received to the value of 2% of contributions deducted. Based on current membership levels, this would equate to approximately £7,000 per annum.

3. **Recommendation**

FOR DECISION

That Members **APPROVE** the service level agreement for the deduction of contributions at source (DOCAS) and the provision of membership information, in return for payment from UNISON.

4. **Officer Contact**

- 4.1 For further information on this report item, please contact Sheenagh Rees, Principal HR Manager on Ext 3012 or email s.rees5@npt.gov.uk

5. **Background Papers**

- 5.1 None.

6. **Appendices**

- 6.1 Appendix 1 - Service level agreement for the deduction of contributions at source (DOCAS) and the provision of membership information

SECTION 1

Service level agreement for the deduction of contributions at source (DOCAS) and the provision of membership information

1.1 Purpose of this agreement

1.1.1 This agreement is between:

UNISON

And

Neath Port Talbot County Borough Council

Civic Centre, Port Talbot SA13 1PJ

and is for the provision of a service by the employer to collect UNISON membership subscriptions at source and provide details of the subscriptions collected and other agreed information, preferably in an electronic format.

1.2 Definitions

1.2.1 In this agreement the following words or phrases shall have the meanings defined below:

- “the employer” refers to Neath Port Talbot County Borough Council
- “the union” refers to UNISON
- “service” refers to the deductions of union subscriptions from the salary or wages by the employer and the provision of specified membership information
- “employee” refers only to those personnel who are in the employ of the employer and who are also a member of the union unless specified to the contrary
- “member” refers to those employees of the employer who are members of the union
- “income from employment” means contractual earnings or superannuable pay
- “membership information” refers to information concerning UNISON members and other such information concerning employees (ie non-members) of the employer that the employer has agreed to provide
- The “subscription band” determines the level of subscription to be paid by the member and is based on the income from employment of each member
- The “subscription rate” is the amount payable each week or month by the member as determined by the subscription band and set out in section 5 on subscription rates.

1.3 Service provision

1.3.1 The employer will provide the union with the service as defined in the section “Schedule of the services to be provided” in this agreement.

1.4 Commencement and termination

- 1.4.1 This agreement will commence on DATE TO BE AGREED and shall continue until terminated by either party serving the other with at least six months' written notice of termination which shall be preceded by discussions between the employer and the union.
- 1.4.2 Any notice will be properly served if sent by registered post or recorded delivery. Such notice shall be deemed to have been received three working days after the date of posting.
- 1.4.3 This agreement will apply to any transfer of employees to other employers in accordance with the Transfer of Undertakings Protection of Employment provisions.

1.5 Review of agreement

- 1.5.1 The agreement shall be subject to review annually on the anniversary of the date of commencement of the agreement. However, no change will be made to the terms and conditions of the agreement unless by the express consent, in writing, of both parties.

1.6 Quality

- 1.6.1 The employer will provide the specified service to the agreed standards, formats and timescales as set out elsewhere in this document.
- 1.6.2 The union will provide the employer with information regarding subscription rates and any changes in such rates in sufficient time to enable the employer to implement these, as per section 2.1.

1.7 Confidentiality

- 1.7.1 The union will at all times treat any information provided in the strictest confidence, except where the union has obtained the consent of the member to release such information to a third party.
- 1.7.2 The employer agrees not to divulge any details of members of the union to a third party, other than where required by statute (e.g. to the Inland Revenue).

1.8 Data protection

- 1.8.1 Under the provisions of the Data Protection Act 1998, the union is registered to hold information about employees who are members of the union. Also in accordance with the First Principle and Schedules 2 and 3 of that Act, the employer may disclose data to the union that is necessary for the legitimate interests pursued by the union about those employees who are members of the union. Members of the

union have explicitly provided consent for this information to be provided to the union by the employer as part of the authorisation they have signed.

SECTION 2

Schedule of the services to be provided

2.1 Deductions from salary or wages

2.1.1 The employer will deduct the appropriate amount specified by subscription rates, as authorised by the employee, from the salary or wage that the employee receives.

2.1.2 Payments by the employer will preferably be made monthly by BACS, by the fifteenth day of the month following collection, to the account below:

Account Details:

Name: UNISON collection account

Number: 70450185

Sort code: 08-60-01

2.1.3 Notification of payments will be made by remittance advice. The remittance advice will be provided with cheque payments, or if paying by BACS, a BACS remittance advice will be posted at the same time as the BACS payment is made.

2.1.4 The remittance advice should analyse the total payment by:

- Employer
- Period (eg for each salary run – weekly, fortnightly, four weekly or monthly)
- Periods covered – eg date ranges
- Amount of each period

This is to be sent by the employer to the regional secretary or to his or her nominee.

2.1.5 In the event that payment is made by cheque, cheques will be sent by the employer to the regional secretary or to his or her nominee.

2.1.6 The employer will at the same time provide the agreed membership information to the regional secretary or to his or her nominee.

2.2 Determination of a member's subscription band

2.2.1 The employer will review the employee's income from employment at 1 October each year and allocate the employee to the correct subscription band. It is envisaged that the employer would implement this change with effect from 1 October to coincide with the implementation of any changes made to the subscription rates.

2.2.2 The regional secretary may at any time allocate a member to a new subscription band where, for example, there has been a significant increase or decrease in income from employment.

- 2.2.3 The employer will notify members of any change to their subscription band.
- 2.2.4 The union will supply the same name and telephone number of the regional secretary for inclusion in the notification outlined in section 2.2.3. Where any member disagrees with the increased level of subscription, the member must refer the matter to the regional secretary.

2.3 Increases in subscription rates

- 2.3.1 The union will provide the employer with two months' notice of any changes in the subscription rates prior to the date that the increase is due to be implemented. It would be usual for changes in the subscription rate to be agreed at the annual conference in June and implemented on 1 October for that year.
- 2.3.2 The employer will not amend any subscription rates without this formal notification.
- 2.3.3 The employer will agree with the union the method to be used to notify the employees of any increase in subscription rates. The union may agree to issue the notice themselves or agree suitable methods of communication which might include a message on the payslip, notice on a staff notice board, a letter or other personal communication.

2.4 Cessation of subscriptions

- 2.4.1 In the case of an employee resigning from the union, the employer will cease the deduction of subscriptions upon receipt of written notification from either the employee or the union. Where an employee notifies the employer directly, a copy of the notification should be sent to the union.

2.5 Reductions in subscriptions

- 2.5.1 Where an employee's change in circumstances results in substantial reduction in his or her income from employment, the employer may adjust the employee's subscription band and notify the regional secretary of the change. Circumstances under which such an adjustment to the subscription band can be made may include:

- Maternity leave
- Long- term sickness
- Study leave
- Reduction in hours worked.

2.6 Fair process notice

- 2.6.1 The employer will issue a one off fair process notice, one month in advance of the commencement of this agreement, issued via a reverse payslip printing, stating: "The Council provides the names, union contributions deducted, payroll numbers, NI numbers and home addresses of UNISON members to the union on a regular

basis to keep its records up-to-date. If you object to this, please contact payroll on Payroll@npt.gov.uk or telephone 01639 763656.

- 2.6.2 The employer will provide an insert in recruitment pack for appointees only in normal print size stating: “The Council will provide its recognised trade unions with the names, payroll number and home addresses of all new starters. If you object to this, please tick the box below”.

2.7 UNISON payment for services provided

The union will pay the employer monies to the value of 2% of contributions deducted. The employer will invoice the union on a monthly basis.

SECTION 3

Provision of DOCAS information

- 3.1 This section details the information to be provided by the employer. The options for the provision of data electronically are detailed in section 4.

3.2 Monthly reports

- 3.2.1 The employer will provide the union with the following minimum information for each member in a payroll run:

- Employer name
- Employee national insurance number
- Employee payroll number
- Employee surname
- Employee forename
- Employee Home address
- Payment frequency
- Pay period
- Contribution for the period
- Date of leaving employer
- Date payment deducted

- 3.2.2 In addition the report should include:

- The total number of employee records in the payroll run
- The total value of contributions deducted in the payroll run.

- 3.2.4 The employer will also provide the union with a list of all new employees, including details of:

- Employer code
- Employer PAYE number
- Employer name
- Employee payroll number
- Employee surname

- Employee forename
- Employee Home address

3.3 Customised reports

3.3.1 Should the union require any customised reports that the employer is capable of providing, the union will ask for an estimated cost in advance.

SECTION 4

Electronic media options

4.1 This sections identifies the electronic media options by which the union is able to process DOCAS information. Any queries or difficulties relating to file formats should be addressed to the regional or national office contact.

4.2 File format

4.2.1 The preferred format is American Standard Code for Information Interchange (ASCII) as a Comma Separated Variable (CSV) file. The detailed format of the file is shown in appendix 2 and the following points should be noted:

- The column headed “Min data” identifies those fields that are considered essential with “Y”
- The first record of a CSV file should specify the name of the fields, included in the file.

4.3 Frequency of data collection

4.3.1 The employer should gather the details of subscriptions collected from employees as an electronic file created during, or immediately after, each run. In the case of weekly payrolls, the files should be accumulated during the course of the month and then despatched to the union along with any monthly payroll files.

4.4 Preferred electronic media

4.4.1 The provision of data as an electronic mail attachment or on a CD-ROM are considered the most convenient forms of transmitting the data for both parties, subject to the appropriate security arrangements for the transfer of electronic data, in line with Authority policy. Appendix 1 provides the name and address/email address to which the employer should send the data file. However, where email files are greater than 1 MB in size, they should be compressed using standard PC compression software such as PKZIP.

4.4.2 Magnetic floppy disks are also acceptable, again subject to the appropriate security arrangements being in place, in line with Authority policy. If the information cannot fit on one floppy disk, the file should be compressed using standard PC compression utilities such as PKZIP.

SECTION 5

Subscription rates

The following subscription rates are effective from 1st October 2008 and will be used as the basis for deducting members' subscriptions until further notice.

Weekly pay	Annual pay	Per week	Per month	Band
Up to £38.47	Up to £2,000	£0.30	£1.30	A
£38.48 - £96.16	£2,001-£5,000	£0.81	£3.50	B
£96.17 - £153.84	£5,001-£8,000	£1.22	£5.30	C
£153.85 - £211.53	£8,001-£11,000	£1.52	£6.60	D
£211.54 - £269.23	£11,001-£14,000	£1.81	£7.85	E
£269.24 - £326.92	£14,001-£17,000	£2.24	£9.70	F
£326.93 - £384.61	£17,001-£20,000	£2.65	£11.50	G
£384.62 - £480.76	£20,001-£25,000	£3.23	£14.00	H
£480.77 - £576.92	£25,001-£30,000	£3.98	£17.25	I
£576.93 - £673.08	£30,001-£35,000	£4.68	£20.30	J
£673.08+	over £35,000	£5.19	£22.50	K

SECTION 6

Signatories to the agreement

Signed on behalf of the union

Signature

Name

Title

Date

Signed on behalf of the employer

Signature

Name

Title

Date

Signature

Name

Title

Date

2. REVIEW OF UNISON TRADE UNION FACILITIES AGREEMENT

1. Background Information

- 1.1 The Council currently has in place a Facilities Agreement with UNISON, which has now been in operation for over 7 years.
- 1.2 A review of arrangements has taken place, seeking views from representative managers, HR Officers and local and regional trade union representatives. The review has also referred to legislation and statutory guidance.

2. Key Issues

A number of key issues have emerged from the review:

- 2.1 The current Facilities Agreement pre-dates The Information and Consultation of Employees Regulations 2004, and the ACAS Code of Practice 3: Time off for trade union duties and activities and does not comply with the requirements set out for employers, including:
 - The provision of cover for representatives
 - The position of line managers of representatives and advice in managing time off requests.
 - The adjustment of workloads for representatives to take account of time off
 - The value of training and retraining representatives to reflect the needs of the modern workplace and changing legal framework
 - The position of representatives with a typical work pattern or who service employees with atypical work patterns.
 - Clearly defining the types of representative and their rights to time off, developing a common sense approach to time off, and the need to avoid rigidity.
 - The need to define the responsibilities of managers and representatives when approving and requesting time off, and dispute resolution in relation to time off requests.
- 2.2 The current Facilities Agreement is not sufficiently clear to managers and trade union representatives as to how time off for trade union duties should be agreed and managed. Managers are not always clear on what they can give time off for, whether time off is paid or unpaid and how much time off is appropriate. There appears to be a lack of consistency in how much time off is given across the Council and during the review delays in progressing employee

cases, such as discipline, grievance, etc as a result of difficulties in obtaining time off were reported.

- 2.3 Clarity is needed in relation to budget arrangements to fund seconded trade union officers.
- 2.4 The seconded trade union officers report that they are struggling with heavy workloads, and have an inability to share the workloads across the wider trade union representation within the authority.
- 2.5 Management arrangements for seconded officers have not been consistent. There is not a consistent process in place to monitor the work and workload of seconded officers and it is important that there is accountability for these positions. NPT also needs to ensure it can be accountable for the health and safety of seconded representatives, ensuring lone working and full risk assessments have been carried out and actioned appropriately.
- 2.6 The current Facilities Agreement refers to regular reviews of collective bargaining arrangements so, as part of the review, current arrangements were considered to ensure they are fit for purpose, particularly within the context of the scale and impact of the Council's workforce strategy and transformation programme.

3. Review Recommendations

3.1 Budget provision for time off

- 3.1.1. One budget to fund seconded trade union officers should be established. Based on current expenditure it is recommended that this budget is established in 2010/2011 at £114,000.00. This year, this would provide for the secondments of around 3.2 FTE trade union officers.
- 3.1.2. This budget should be reviewed on an annual basis.
- 3.1.3. Included in this budget, is the establishment of an 0.5 fte Grade 5 post, to undertake the administration of the UNISON office, ensuring that all calls to the office can be properly logged, and proper record keeping processes can be established. This will enable the seconded trade union officers to concentrate on the provision of expert union advice, and ensure that their work is better organised, and better accounted for.

- 3.1.4. Following annual elections to positions within the local branch, UNISON branch committee will make recommendations to the Council as to how these seconded positions should be filled and by whom.
- 3.1.5. The Head of HR will confirm whether or not the recommendation of the UNISON Branch Committee can be accommodated, having regard to the service needs and the budgetary position.
- 3.1.6. UNISON have committed to more transparency and accountability in relation to seconded representatives, and the provision of information to demonstrate value for money in relation to seconded posts.

3.2 Revised Facilities Agreement

3.2.1 A revised Facilities Agreement has been developed to take account of the key review points detailed in section 2. This draft is attached at Appendix 1 for Members consideration and approval.

3.2.2 Key points in the policy include:

- Clear definitions in relation to time off and statutory entitlements
- Clear responsibilities for UNISON representatives and line managers
- Clear arrangements for requesting time off and considering time off requests
- Clear advice in relation to payment for time off and when it is appropriate
- Clear guidelines in relation to seconded representatives
- A clear Joint Consultative Structure, which takes account of the change management programme, and the need for localised consultation.
- Continued provision of Office Accommodation, to be managed by the Head of Property and Regeneration and I.T. facilities, to be managed by the Head of ICT.

3.3 Line management of Trade Union Representatives

3.3.1. It is recommended that one reporting point for seconded representatives is to be established. It is proposed that they are managed by the Principal HR Manager for all 'employer' related matters such as attendance at work, sickness management, leave approval in line with Council leave policies, matters of conduct and discipline, welfare and health and safety.

4. Recommendations

It is **RECOMMENDED** that Members **APPROVE**:

1. The establishment of one budget to fund seconded Trade Union Officers, to be reviewed annually, including the establishment of a 0.5 FTE Grade 05 Administrator post.
2. The revised Facilities Agreement
3. That seconded representatives should report to the Principal HR Manager for employer related matters.

5. Officer Contact

For further information on this report item, please contact Sheenagh Rees, Principal HR Manager on Ext 3012 or email s.rees5@npt.gov.uk

6. Background Papers

ACAS Code of Practice 3: Time off for Trade Union Duties and Activities.

7. Appendices

Appendix 1 - Trade Union Facilities Agreement – UNISON

NEATH PORT TALBOT COUNTY BOROUGH COUNCIL

TRADE UNION FACILITIES AGREEMENT

UNISON

1. Introduction

- 1.1 Neath Port Talbot County Borough Council (the Council) values good working relationships between Elected Members, Managers and Employees. The Council encourages all of its employees to join an appropriate Trade Union to promote this aim.
- 1.2 Employees who are accredited representatives of Trade Unions recognised by the Council are entitled to reasonable time off during working hours, with pay, for Trade Union duties and training.
- 1.3 The purpose of this Agreement is to establish a framework within which the needs of the service are protected whilst at the same time ensuring that the reasonable needs of UNISON representatives are recognised and accommodated.

2. Recognition

- 2.1 UNISON is recognised by Neath Port Talbot County Borough Council in relation to the following categories of employees:
 - (a) NJC for Local Government Services
 - (b) JNC for Youth and Community Workers
 - (c) JNC for Chief Officers.
- 2.2 In relation to each of the groups of employees detailed in paragraph 2.1 above, the Council recognises UNISON for the purposes of:
 - (a) consultation and negotiation on a collective basis in relation to relevant matters;
 - (b) representation on an individual trade union member basis.

3. Definitions

3.1 Trade union representative

A union representative means an employee of the Council who has been elected or appointed in accordance with the rules of UNISON, to be a representative of some or all of the union's members employed by the Council.

3.2 Trade Union Duties

Trade union duties cover all matters relating to collective bargaining and individual representation, such as representing an employee in a discipline or grievance hearing. Trade union representatives have a statutory right to reasonable **paid** time off from employment to carry out **trade union duties**.

3.3 Trade Union Activities

Trade union activities cover all matters relating to the organisation of the trade union and being a member of the trade union. Trade union representatives and their members have a statutory right to reasonable **unpaid** time off when taking part in **trade union activities**.

4. Responsibilities and Principles

- 4.1 Both the Council and UNISON have a joint responsibility to ensure that agreed arrangements, for **paid** time off work for trade union duties, work to mutual advantage.
- 4.2 The Council has a responsibility to accommodate reasonable **paid** time off to support **representatives** in carrying out **trade union duties**.
- 4.3 The Council has a responsibility to accommodate reasonable **unpaid** time off to enable **trade union members** to engage in **trade union activities**.
- 4.4 The Council will provide reasonable facilities to UNISON to enable representatives to undertake their duties, in addition to 'time off'.
- 4.5 The Council is committed to the learning and development of trade union representatives and will provide reasonable **paid** time off for relevant learning and training activities.

- 4.6 Line managers will be briefed about the rights and duties of UNISON representatives regarding time off. Managers will be required to take reasonable steps in the planning and management of representatives' time off.
- 4.7 UNISON representatives requesting time off to pursue their duties or activities will provide their line manager with as much notice as reasonably practical and will seek to minimise service disruption.
- 4.8 Managers should seek to ensure, as far as reasonably practical, that work cover and / or workload reductions are provided when time off for trade union duties is required.
- 4.9 UNISON will inform the Head of Human Resources in writing as soon as possible of the appointment or resignation of union representatives and the nature of the trade union role to be undertaken.
- 4.10 The resolution of any disputes arising concerning time off for UNISON representatives will be achieved via the Council's Grievance Procedure with advice being sought via the Head of Human Resources.

5. **Basis of Agreement**

- 5.1 The Provisions of this Agreement are based on present circumstances (April 2010). In the event of any significant changes occurring, this Agreement will be subject to review and amendment, as appropriate.

6. **Time off Arrangements**

- 6.1 UNISON representatives (who are not subject to secondee arrangements) should request paid time off for trade union duties and unpaid time off for trade union activities using a pro-forma along the lines set out in **Appendix A**. (Arrangements relating to time off for part-time and full-time UNISON secondees are set out in Section 9 of this Agreement).
- 6.2 As much notice as possible must be given, and at the earliest opportunity once the need for time off has been identified. The representative will provide the following information:
- The purpose of such time off, whilst safeguarding personal confidential information relating to individuals in grievance or disciplinary matters;
 - The intended location;
 - The timing and duration of time off required.
- 6.3 UNISON representatives will seek to minimise service disruption by being

as flexible as possible in seeking time off in circumstances where the immediate or unexpected needs of the service make it difficult for colleagues or managers to provide cover for them. Line managers should endeavour to accommodate requests for time off for trade union duties having regard to the statutory rights of the trade union representative, but always taking into account the needs of the service.

- 6.4 UNISON will provide information in relation to the specific duties of representatives. Different types of union representatives have different needs and it is important that line managers understand what role each representative undertakes in order to assess what time off can reasonably be expected and should be granted. Attached at **Appendix B** is guidance in relation to the different roles that may be undertaken by trade union representatives, and advice as to what their needs could be, to help managers in taking decisions in relation to what a reasonable request for time off is.
- 6.5 The Council requires a line manager, when informed that a member of their staff is a trade union representative, to discuss with the employee concerned how they will both manage the need for time off and agree, for example, how much notice the line manager would reasonably need to be given in order to arrange cover for when the employee is away from the workplace on trade union duties. An open discussion at the outset, acknowledging the needs of the trade union representative and the needs of the service, will help avoid difficulties at a later stage.

7. Time off for Training

- 7.1 Paid time off to undertake relevant training in relation to trade union duties will be granted having regard to the merits of each case and to the needs of the service.
- 7.2 Such training will enable representatives to undertake their role with greater confidence, efficiency and speed and thus help them work more effectively with management, build effective employee relations and represent their members properly. The Council supports and encourages the training and development of trade union representatives.
- 7.3 Factors to be taken into account in allowing reasonable paid time off will include the nature of the employee's responsibilities within UNISON, the nature and duration of the trade union training course/s, the needs of the service and the amount of paid time off previously granted for training courses.

- 7.4 Line Managers should seek to accommodate requests made for initial training in basic representational skills as soon as possible after the representative has been appointed, taking into account that suitable courses may be infrequent.
- 7.5 Union representatives involved with collective bargaining have a statutory right to time off with pay to attend approved union training courses.
- 7.6 Trade Union Learning Representatives have specific statutory entitlements in respect of training. See **Appendix B** for further guidance.

8. Payment for time off

- 8.1 Where approval is given for the time off requested, UNISON representatives will be paid the amount that the representative would have earned had they worked during the time off taken. The calculation of pay for the time taken for trade union duties should include shift premia where appropriate.
- 8.2 There is no right to pay for time off where the duty is carried out at a time when the union representative would not otherwise have been at work unless the union representative works flexible hours, such as night shift, but needs to perform representative duties during normal office hours. Employees who work part-time will be entitled to be paid if employees who work full time would be entitled to be paid. In all cases the amount of time off must be reasonable.
- 8.3 There is no statutory requirement for union members or representatives to be paid for time off taken in relation to trade union activities. The Authority has agreed to pay for time off for trade union activities in specific circumstances, set out in **Appendix C**.
- 8.4 Where unpaid time off is granted, the TU representative/s concerned will be paid by the Authority for the period in question, with the UNISON branch being recharged the relevant sum involved.

9 **Seconded Officers**

- 9.1 The Council will fund seconded positions to undertake more complex trade union duties and, in particular, those duties associated with collective bargaining arrangements. The Council will determine an annual budget to fund these positions.
- 9.2 Following annual elections, the UNISON branch committee will make recommendations to the Council as to how these seconded positions should be filled, and by whom.
- 9.3 The Head of HR will confirm whether or not the recommendation of the UNISON Branch Committee can be accommodated, having regard to the service needs and the budgetary position.
- 9.4 For the duration of the full-time or part-time secondments, seconded officers will report to the Principal HR Manager for employer-related matters such as:
- Attendance at work
 - Sickness management
 - Leave approval in line with Council leave policies
 - Matters of conduct and discipline
 - Welfare
 - Health & Safety
- 9.5 Seconded officers will complete diary sheets, to be submitted on a weekly basis to the Principal HR Manager and the UNISON Branch Secretary providing information in relation to duties undertaken, while safeguarding personal confidential information relating to individuals in grievance, discipline or similar matters.
- 9.6 Secondment arrangements will comply with the Authority's Secondments Policy, with one exception. In line with Section 169 of the Trade Union and Labour Relations (Consolidation) Act 1992, paid time off will be in accordance with the pay grade applicable to the officer's substantive job (see Section 7 above) – this applies to trade union duties only. Where the seconded officer is involved in trade union activity, then this will be unpaid.
- 9.7 Where the trade union representative's substantive post requires particular training or other "work activity" to maintain, for example, professional registration, arrangements will be made by the employee's line manager within the service area concerned to ensure a suitable plan is in place.

9.8 All secondments will be for one year, and reviewed annually in line with Branch recommendations and subsequent agreement by the Head of HR having regard to the budget available and the needs of the service. Secondments can be renewed annually, and the two year limit as set out in the Authority's Secondment Policy will not apply. The termination of secondment arrangements will be in line with the Authority's Secondment Policy.

10 **Other facilities to be Provided**

10.1 In addition to the time off arrangements to be provided to UNISON the Council will also provide other facilities to UNISON to assist it in undertaking its role in employee relations at Neath Port Talbot County Borough Council. This will include appropriate office accommodation, to be managed by the Head of Property and Regeneration, I.T. facilities, to be managed by the Head of ICT, and other agreed resources in accordance with the principles set out in the ACAS document 'Trade union representation in the workplace: a guide to managing time off, training and activities'.

11 **Joint Consultative Structure**

11.1 The overall framework within which consultations/negotiations take place at Neath Port Talbot County Borough Council is shown within **Appendix D** to this document. This framework will be reviewed and amended as soon as necessary in conjunction with UNISON and other recognised trade unions to reflect current operating arrangements and priorities within the Council.

12 **Monitoring and Review**

12.1 The purpose of this Agreement is to clarify the main issues relating to the provision of facilities to UNISON by Neath Port Talbot County Borough Council. The parties to this Agreement recognise that the environment within which employee relations take place is dynamic and that the operation of the Agreement will need to be monitored and reviewed from time to time. Both parties acknowledge that this Agreement must be operated and interpreted in the light of both the Council's operational needs and also its support for the effective partnership working with UNISON and other trade unions.

12.2 This Agreement may be terminated by Neath Port Talbot County Borough Council or by UNISON by giving three months notice in writing of such an intention.

Signed:

On Behalf of:

Neath Port Talbot CBC.....

Date

UNISON

Date

APPENDIX A

**REQUEST FOR TIME-OFF FOR TRADE UNION DUTIES
BY NON – SECONDED REPRESENTATIVES**

NAME:
TRADE UNION:
POSITION HELD IN TU:

NATURE OF TU DUTY:

LOCATION:

DATE:

EXPECTED DURATION:

FROM: TO:

PAID OR UNPAID TIME OFF REQUESTED?

SIGNED: DATE:

FOR USE BY SUPERVISOR/MANAGER

RECEIVED - DATE: TIME:

REQUEST - GRANTED/REFUSED SIGNED:

IF REFUSED, REASONS WHY:

THE ROLES OF TRADE UNION REPRESENTATIVES AND THEIR RIGHTS IN RELATION TO TIME OFF

Representatives accompanying employees in grievance and disciplinary cases

Subject to UNISON having stated in writing that the representative has the relevant experience/training to act as an employee's companion, UNISON representatives can advise and accompany employees before and/or during grievance, disciplinary and capability hearings. Representatives will require time off to attend such hearings, attend appropriate training and may need reasonable time off to prepare for any such hearings.

Collective bargaining role

These are representatives appointed by the trade union to deal with collective bargaining involving the changes to pay, terms and conditions of employment, other working arrangements and the procedures for negotiation and disputes resolution. They often undertake a wide range of activities and duties. To undertake this work they need to be trained and to be able to communicate with their union, their members, other union representatives and the Council's representatives. Reasonable time off requests could include time to attend relevant training, time off for consultation and negotiating meetings with management and reasonable preparation time for attending such meetings.

Health and Safety Representatives

The Safety Representatives and Safety Committees Regulations of 1977 requires that health and safety representatives are provided with paid time off, as is necessary, during working hours, to perform their functions. Functions include:

- investigating potential hazards and dangerous occurrences at the workplace and complaints by an employee relating to health, safety and welfare at work and examining causes of workplace accidents
- making representations to the Authority about such investigations and on general matters affecting the health and safety of employees
- inspecting the workplace
- representing employees in dealings with health and safety inspectors
- receiving certain information from inspectors
- attending health and safety committee meetings.

On their part, safety representatives will keep themselves informed of the relevant legal requirements relating to the health and safety of persons at work at work with regard to the employees they directly represent, and the hazards associated with the

workplace including the measures necessary to eliminate or minimize the risks arising from those hazards.

As an employer, the Council must also ensure that elected health and safety representatives receive the training they need to carry out their role, as is reasonable and pay any reasonable costs to do with that training. The TUC or trade union will offer training to health and safety representatives and usually will meet the costs.

Union Learning Representatives

The role of Union Learning Representatives (ULR's) is established by legislation. Their functions, for which time off is allowed, are listed as:

- Analysing learning or training needs
- Providing information and advise about learning or training matters
- Arranging learning or training
- Promoting the value of learning or training
- Consulting the Council about carrying out any such activities
- Preparation to carry out any of the above activities
- Undergoing relevant training

UNISON must give notice to the Council that the employee is a ULR who has been appropriately trained, or will be within 6 months. ULRs need access to approved training and time off to meet employees and management representatives.

Training should be in aspects of employment relations relevant to the duties of a ULR.

Equality representatives

Equality representatives are concerned with a wide range of diversity issues from the promotion of diversity management to helping ensure legal compliance and conducting audits. They can help raise awareness of issues related to equality and diversity and raise the profile of equal treatment of employees on the grounds of gender, age, religion, sexual orientation, disability, etc. Equality representatives have no statutory right to time off, training or facilities. However, the Council will afford reasonable paid time off to such representatives to attend and participate in the Council's employee equality forums, and consultation and negotiation meetings with the Council that are concerned with equality matters.

GUIDANCE IN RELATION TO TRADE UNION “ACTIVITY” TIME

There is no statutory requirement for union members or representatives to be paid for time off taken on **trade union activities**. However, the Council has agreed the following arrangements, setting out where specific activities will be paid or unpaid:

Branch Committee Meetings

The Council agrees that up to 10 UNISON representatives will be granted up to 2 hours *paid* time off per monthly meeting (where these meetings are held outside of normal office hours, no additional / overtime payments will be made). In addition reasonable paid travelling time will be granted. The Branch Secretary will notify the names of Branch Committee Members to the Head of HR. Each attendee should make a time off request in the usual way to their line manager, unless acting as a seconded union officer.

Branch Stewards Meeting

The Council agrees that up to 21 UNISON stewards will be granted up to 2 hours *paid* time off per bi-monthly meeting (where these meetings are held outside of normal office hours, no additional / overtime payments will be made). In addition reasonable paid travelling time will be granted. The Branch Secretary will notify the names of all Branch Stewards to the Head of HR. Each attendee should make a time off request in the usual way to their line manager, unless acting as a seconded union officer.

Regional Local Government Committee Meetings

Two UNISON representatives will be granted up one day paid time off on four occasions per annum to attend meetings of the Regional Local Government Committee, this allowance to *include* travelling time (where these meetings are held outside of normal office hours, no additional / overtime payments will be made). The Branch Secretary will provide the names of attendees in advance of the meeting to the Head of HR. Each attendee should make a time off request in the usual way to their line manager, unless acting as a seconded union officer.

National Local Government Service Group Conference

Up to two UNISON representatives will be granted time off to attend UNISON’s annual National Local Government Service Group Conference. Two days paid leave will be granted per representative, to include travelling time (where the conference falls on a weekend no additional / overtime payments will be made). The Branch

Secretary will provide the names of attendees in advance of the conference to the Head of HR. Each attendee should make a time off request in the usual way to their line manager, unless acting as a seconded union officer.

National UNISON Conference

Up to two UNISON representatives will be granted paid time off for the duration of the Conference (where these meetings are held outside of normal office hours, no additional / overtime payments will be made). The Branch Secretary will provide the names of attendees in advance of the conference to the Head of HR. Each attendee should make a time off request in the usual way to their line manager, unless acting as a seconded union officer.

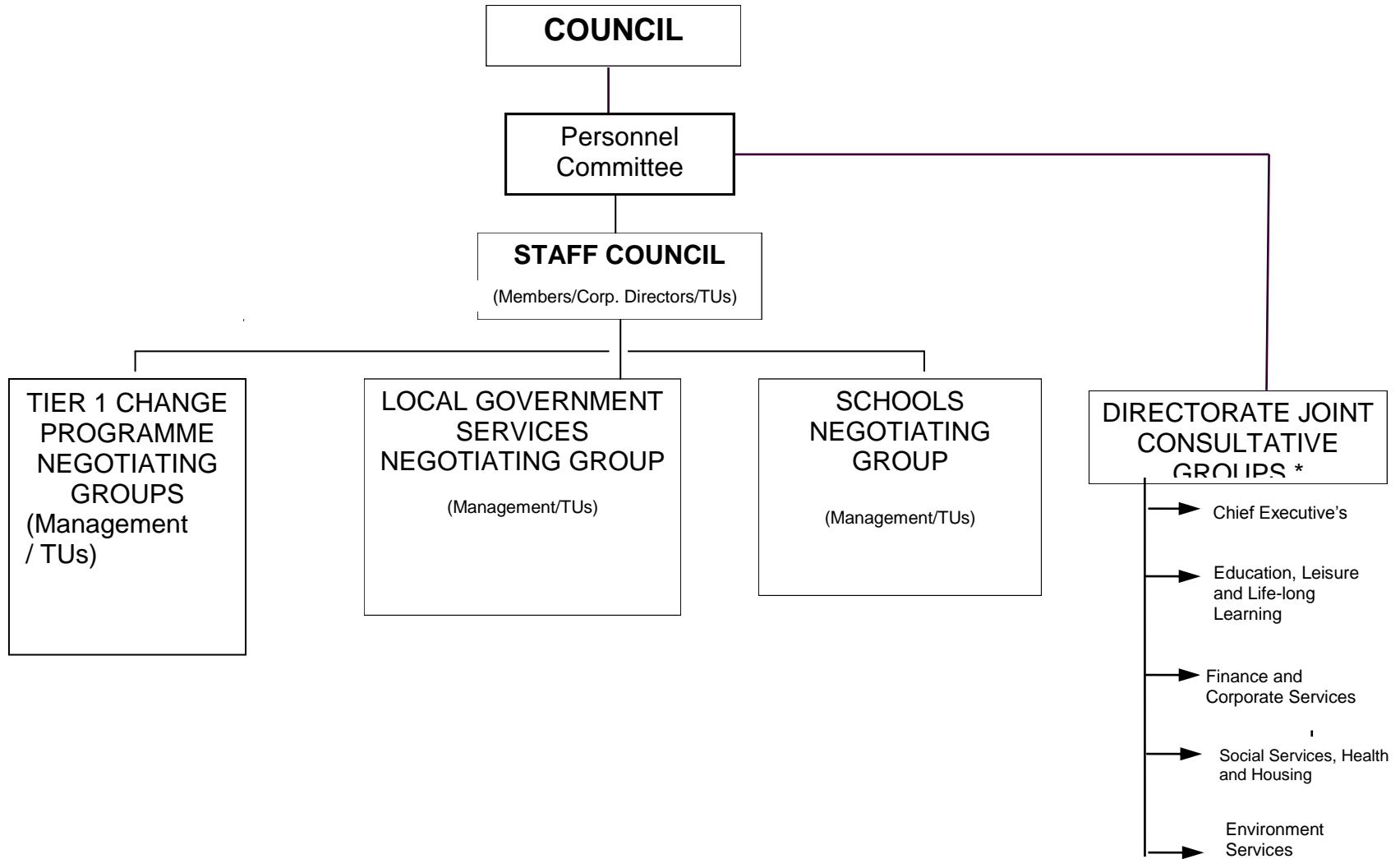
Joint Council for Wales

One UNISON representative will be granted paid time off to each attend meeting of the Joint Council for Wales, to include any attendance required at pre-meetings and travelling time (where these meetings are held outside of normal office hours, no additional / overtime payments will be made). The Branch Secretary will provide the name of the attendee in advance of the Joint Council meeting to the Head of HR. The attendee should make a time off request in the usual way to their line manager,

Where unpaid time off is granted, the TU representative/s concerned will be paid by the Council for the period in question, with UNISON being recharged the relevant sum involved.

JOINT CONSULTATIVE STRUCTURE

APPENDIX D



EXPLANATORY NOTES:

1. **Specific negotiating “teams” to be established for Tier 1 programmes.** Each team to have a designated “lead” negotiator on the management side and also the TU side, with a dedicated lead HR adviser. Each lead management representative will be accountable to their respective Programme Board or familiar, in terms of delivering the required outcomes. HR will have a co-ordinating role both to schedule negotiating meetings and to ensure that all concerned are aware of “like” issues arising in more than one negotiating team. The respective input from management and HR “leads” in terms of taking forward the negotiating process will be flexible to suit prevailing circumstances.
2. **Council-wide HR policies and practices etc.** – there will continue to be a need for HR policies to be updated and revised. The ‘Local Government Services’ Negotiating Group will address these topics, meeting on an “as and when” basis or scheduled basis, depending upon the business to be dealt with.
3. **JCGs to operate across all Directorates**, with a minimum level of engagement with the TUs to be agreed (typically no less than every 6 months). The composition of these JCGs can be as flexible as necessary to suit the nature of the consultations/negotiations to be carried out. JCGs will continue to focus on service level changes and, where appropriate, Directorate-wide issues. Service Working Groups may also be established, where necessary, at a level below the Joint Consultative Groups. Again, HR will have a co-ordinating role, in support of management and trade union “leads”.
4. **Schools** – a Schools Negotiating Group will address people management issues which affect most/all schools, comprising a management “lead” and both teaching and non-teaching TU representatives. HR will co-ordinate these meetings. JCG arrangements will not apply to individual schools; instead current school-based changes will be taken forward by Head Teachers with suitable ELLL management and HR support

3. NEATH PORT TALBOT COUNTY BOROUGH COUNCIL – AMENDMENT TO TRAVEL AND SUBSISTENCE PAYMENTS POLICY

1. Purpose of Report

- 1.1 The purpose of this report is to seek endorsement from Members to amend the Authority's Travel and Subsistence Payments policy to make provision for Neath Port Talbot CBC employees whose fixed centre is outside the scope of the Authority's current Travel and Subsistence Payments Policy which provides for a lower rate of mileage allowance for business journeys undertaken outside the Neath Port Talbot/Swansea/Bridgend CBC area.

2. Background Information

- 2.1 The South Wales Trunk Road Agency Division (SWTRA) within the Environment Directorate presently has 19 employees (excluding the Traffic Officers) spread between three area offices in St Clears, Coryton and Malpas. In future, there may be other Neath Port Talbot CBC employees with fixed centres outside of the Neath Port Talbot/Swansea/Bridgend CBC area.
- 2.2 The provisions of the Authority's current Travel and Subsistence Payments Policy relates to journeys within and outside of the Neath Port Talbot/Swansea/Bridgend CBC area for Neath Port Talbot employees with fixed centres within those areas.
- 2.3 Employees undertake business journeys in their own vehicle when pool vehicles are already booked and therefore unavailable.
- 2.4 If the current NPT policy is applied to these circumstances the business mileage lower rate re-imburement/subsistence applies to all journeys undertaken, so the current policy requires amendment.

3. Proposal

- 3.1 The current area of the NPT policy covers Neath Port Talbot/Swansea/Bridgend CBC which covers some 32 miles from east to west. Therefore for the purposes of developing a new arrangement it would be reasonable to have a radius for each fixed centre of 16 miles. Taking into account the fixed centres which in the case of SWTRA are outside of the NPT area it would be reasonable that all journeys which have a destinations within

16 miles of that fixed centre attract the standard NPT mileage rate and no subsistence. Journeys outside of this radius would attract the lower rate and subsistence payments.

4. Consultation

4.1 The proposals in this report are subject to the outcome of management consultation with trade union representatives and affected employees.

5. Financial Appraisal

5.1 Costs would be wholly absorbed by WAG funding arrangements.

6. Appendices

None

7. Recommendation

It is recommended that Members approve the proposals detailed in this report for all business journeys undertaken with effect from 1st May 2010 .

FOR DECISION

8. Wards Affected

All

9. Officer Contact

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