

FRAMEWORK AGREEMENT FOR INDUSTRIAL RELATIONS (FAIR)



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1. FOREWORD

Aberdeen City Council and its recognised trades unions have worked together successfully over a number of years. This document represents an approach appropriate to the industrial relations within Aberdeen City Council that supports the positive aspects that have been developed. It recognises that in this day and age the approach to industrial relations for a modern public sector organisation has to be where all stakeholders work together.

The framework agreement identifies the principles of this new and inclusive approach to industrial relations. It seeks to promote trust between all parties where open and honest views can be exchanged and considered in an atmosphere of mutual respect and co-operation. This approach recognises trade unions as important stakeholders in the provision of services to the citizens of Aberdeen.

Working together involves recognising that there will be times when the parties to the agreement have different views on the way forward. This document will not address every issue in respect of how the Council will deal with individual industrial relations issues or problems. However, the framework requires the use of effective communication and procedures to resolve any differences and to allow all, where-ever possible, to come to an acceptable consensus.

In recognising the right of trade unions to represent, as they consider appropriate, the views of their members, the Council is responsible, through its managers to make decisions for the proper delivery of services.

The framework identifies and specifies the provisions within the six key elements of the industrial relations relationship, these are: -

- **Element 1** Trades unions recognition protocol
- **Element 2** Time off for trades unions duties and activities
- **Element 3** Roles and accreditation of lay trade union officials (including Code of Conduct)
- **Element 4** Procedure for dealing with and resolving disputes
- **Element 5** Trades union facilities
- **Element 6** Training and development of elected trade union officials and shop stewards

It is envisaged that this Framework Agreement will create the positive working relationships between the management of Aberdeen City Council and trade unions to make Aberdeen the vibrant, safe and prosperous place to live and work.

2. PRINCIPLES

The purpose of the framework agreement is to aid and improve the relationships between Aberdeen City Council and the trades unions it recognises for collective bargaining



purposes. It has been developed and agreed in recognition of the fact that working together is a central and necessary feature of industrial relations in the context of *Aberdeen futures*.

The founding principles for this framework agreement are:

- **Statutory compliance**

All matters are undertaken within statutory requirements and that there is nothing within this agreement which compromises the legal rights of any of the partners. This refers, in particular, to the rights identified, at the time this agreement is reached, within the Trade union and Labour Relations (Consolidation) Act 1992, the Employment Rights Act 1996, Employment Relations Act 1999 and other statutory codes of practice.

- **Inclusive approach to decision making**

Aberdeen City Council's commitment to a "can-do" culture and working ethos is supported through effective consultation and communication and an inclusive approach to decision making.

- **Mutuality of interest**

Working with all recognised trade unions represent a legitimate, vital and positive component of the organisation and is a dynamic element of decision making of the Council. Working together, towards the vision and values of the Council, there is a shared objective to improve all aspects of organisational effectiveness to the benefit to staff, trade unions, management, and most importantly the citizens of Aberdeen.

- **Communication**

Clear consistent channels of communication (see **Section 4**) are established and maintained between Council management and trades unions at all levels of the organisation. This will be reinforced in the form of agreed timescales for formal consultation and arrangements for dealing with formal disputes.

- **Confidentiality**

From time to time information will be shared amongst parties to the agreement, which may be sensitive, and provided on a confidential basis. Where information is of a confidential nature this will be explicitly stated, otherwise it will be appropriate for the information to be shared with members and other Union Officials. The confidentiality of information, where stated, shall be respected by all signatories to the agreement and nothing will be done to compromise or undermine both the spirit, as well as the letter, of the agreement in respect of the sharing of confidential information.

- **Transparency and openness**



In keeping with commitments made to the citizens we serve, the Council will make decisions in a spirit of openness. This includes explicit commitments in respect of access to relevant information and involvement in the decision making process.

- **Code of Conduct**

Signatories to this agreement shall perform their duties and responsibilities in accordance with a code of conduct. The respective organisations will be responsible for the implementation of the code of conduct in taking appropriate action in accordance with their own policies and procedures.

- **Problem solving**

At all stages and all levels every effort will be made to work together to achieve the aims and objectives identified by the Council. Where there are differences on issues, all parties will engage in a constructive dialogue based on a problem solving approach to find a mutually agreeable solution.

3. KEY COMMITMENTS

The framework principles provide the foundation for the commitment required of each party to the agreement. These commitments place responsibility and obligation on both management and trades unions to actively promote and abide by them at all times.

Council's commitment

- Commitment to employment security
- Commitment to promote and encourage trade union membership
- Commitment to trade unions being the 'Employee Voice' within the Council. whilst membership levels represent a majority of workers employed by the Council. This is not intended to be used as a mechanism for derecognition.
- Commitment to support the training and development of trade union official and shop stewards within their roles

Trade Unions' commitment

- Commitment to positively using all appropriate means including, where required, exhausting the disputes procedure as a means of resolving differences before embarking on any form of industrial action.
- Commitment of trade unions, where appropriate, to work together to represent a common 'Staff-side' position to management to facilitate 'single table' bargaining.



Joint commitments

- Non-adversarial industrial relations, to work to resolve issues in a spirit of compromise rather than conflict.

4. COMMUNICATION - INFORMATION SHARING CONSULTATION AND NEGOTIATION

All signatories to the Framework Agreement will automatically be recognised for collective bargaining purposes – see Element 1. The recognition arrangements appended to this document details the scope of issues for which trades unions will be recognised. Within the statutory recognition arrangements TULR(C)A 1992 Section 178(2), negotiating rights are automatically afforded to the Trades Unions for the areas of recognition.

EFFECTIVE COMMUNICATION

Effective communication is vital for good and positive industrial relations to prosper. The machinery for negotiation and consultation needs to be clearly articulated and understood.

In order to avoid ambiguity the process of communication for the purposes of this document is identified at three levels i.e. Information Sharing, Consultation and Negotiation. In particular there is an explicit distinction between NEGOTIATION and CONSULTATION as the terminology for these forms of communication is often misused and misunderstood.

Outwith the processes identified there will be other formal and less formal forms of communication by Partners. This can include:

- Verbal/informal briefing
- Inclusion of Trade Union Officials in ad-hoc meetings
- Ad-hoc discussions

These should not be substitutes for the recognised formal consultation process.

INFORMATION SHARING ACCESS TO DOCUMENTATION

The first level of communication is the sharing of information with Trade Unions. There are some circumstances where information will be shared with Trade Unions which is for information only and is NOT subject to consultation or negotiation. Such issues include those:

- where information is provided for and is confirmed as “information only”.
- relating to policy developed to ensure compliance with Acts of Law

To support the principle of transparency, information will be provided to ensure that Trade Unions are aware of current developments throughout the organisation.



Aberdeen City Council is committed to sharing all relevant documentation with the trade unions. Examples of documentation viewed as being relevant are:

- All committee reports with staffing or organisational (structural) changes
- All management guidance relating to terms and conditions of employment
- All service proposals which have a direct or significant impact on staff or staffing levels

This, by definition, is not an exhaustive list but provides guidance on the type of documents that should be shared with the trade unions.

CONSULTATION – is a process where information is passed to relevant partners for consideration and comment **but not necessarily negotiation**. Consultation is a process where different views on proposals can be expressed. Additionally, this process informs and influences decision-making – with a view to reaching agreement. There will be circumstances where a consensus cannot be reached. In these circumstances there is no obligation on management to represent the views expressed during this process within their final decisions, however all views must be given serious consideration. In short views expressed during the process of consultation can help to shape decisions and recommendations.

If management do not take on views expressed, they should advise the consultees accordingly and make provision for any written representation received during the consultation period to be appended to the committee report containing final proposals/recommendations.

- **The Consultation Period:** The provision of an adequate consultation period time is vital to the consultation process and the amount of time required for consultation will largely depend on the issue. It should be recognised that on some important issues Trade Unions will want to consider the issue at a Branch/Executive level, or consult with its membership. Reasonable time for this to happen should be allowed, however, consultation on any issue should not last longer than **one calendar month**.
- **The Communication Channels:** Management consultation will normally take place through the recognised processes and procedures. All recognised Trade Unions will receive at least one copy of any proposal. Consultation on the proposals will take place at the appropriate (lowest) level within the organisation between managers and representatives of recognised Trade Unions.
- **The Right to Manage:** Consultation is a process where proposals can be developed and shaped to a position where all sides are happy. However, management have both a right and responsibility to manage and there will be situations where a common position cannot be reached. There is nothing within the process of consultation which compromises or inhibits the manager coming to a decision they believe is best for the service and progressing this through due Council process. Therefore, it must be accepted and recognised that management have the right and responsibility to manage and come to decisions where the content and views expressed through the consultation process have been given serious consideration.



- **Statutory Consultation:** Within this document consultation is described as a **management process**, however it is recognised that in some specified circumstances consultation will be part of a statutory process. It is acknowledged that the statutory definition of consultation is informed by statute and emerging case law. The Council will abide by its statutory responsibilities to 'consult' on specified issues e.g. Redundancies, TUPE, Health & Safety in manner which is legally compliant in all respects.

NEGOTIATION – is a two-way form of communication where the respective parties talk with a view to achieving an agreement. This pre-supposes an open and constructive dialogue held in a non-adversarial spirit where areas of agreement can be identified and the areas of difference can be worked through to determine a final position on which all parties are agreed. Negotiation is a dynamic process which may or may not be constrained by external factors e.g. timescales.

If it is not possible to agree on all areas of difference these should be minimised as far as is practicably possible and where agreement cannot be reached the matter, or the constituent parts, be referred to the Disputes Procedure.

Within the Council, negotiation will take place between those identified by each respective party with the capacity and legitimate authority to discuss the terms on which a collective agreement can be reached. It is acknowledged that all major collective agreements, except where delegated authority exists, are subject to adoption by the Council.

5. BINDING ARRANGEMENTS ON PARTNERS

This Framework Agreement recognises a number of associated documents which regulate and give form to the arrangements. These documents, listed below, directly relate to the principles and key commitments outlined above:

- **Element 1** **Trades unions recognition protocol**
- **Element 2** **Time off for trades unions duties and activities**
- **Element 3** **Roles and accreditation of lay trade union officials* (including Code of Conduct)**
- **Element 4** **Procedure for dealing with and resolving disputes**
- **Element 5** **Trades union facilities**
- **Element 6** **Training and development of elected trade union officials and shop stewards**

All who voluntarily enter this Framework Agreement commit their organisation to be bound by the provisions detailed in the above documents which, may in future, following consultation and/or negotiation, be added to, amended, withdrawn or replaced.



ELEMENT 1 – TRADE UNION RECOGNITION PROTOCOL

This document must be read in the context of the FAIR Agreement and when interpreting its provisions, consideration must be given to the other five elements of the agreement.

This Trade Union Recognition Agreement details the matters on which trade unions will be involved in the decision making processes of the Council by collective bargaining. It grants recognised trade unions the right to collectively bargain, on behalf of their members, through direct negotiations and consultation with the Council.

(1) Introduction

This document is one of the six key elements of Aberdeen City Council's **Framework Agreement for Industrial Relations (or FAIR)**

In accordance with guidance provided by ACAS and in terms of compliance with the Council's statutory duties associated with recognition of a trade union, examples of the areas on which collective bargaining through the process of negotiation will take place are detailed below.

This element covers:

- **Matters for which a trade union is granted recognition**
- **The process of trade union recognition**

(2) Matters for which a trade union is granted recognition

Recognition of a trade union by the Council shall be granted for the purposes of collective bargaining on matters which fall within Section 178(2) of the Trade union and Labour Relations (Consolidation) Act 1992. This involves negotiations on matters which may include:

Issue	Examples
Terms and Conditions of employment, or the physical conditions in which workers are required to work.	<ul style="list-style-type: none"> • Pay • Hours of work • Holidays and holiday pay • Sick pay arrangements • Pensions • Vocational training • Equal opportunities • Notice periods • The working environment • Utilisation of machinery and other equipment
Engagement or non-engagement, or termination or suspension of employment or the duties of	<ul style="list-style-type: none"> • Recruitment and selection policies • Human resource planning • Redundancy and dismissal arrangements



employment of one or more workers.	
Allocation of work or the duties of employment as between workers or groups of workers.	<ul style="list-style-type: none"> • Job grading • Job evaluation • Job Descriptions • Flexible working practices
Matters of discipline	<ul style="list-style-type: none"> • Disciplinary procedures • Arrangement for representing trade union members at internal interviews • Arrangements for appearing on behalf of trade union members, or as witness, before agreed outside appeal bodies or industrial tribunals.
Trade union membership or non-membership	<ul style="list-style-type: none"> • Representational arrangements • Any trade union involvement in the induction of new workers
Facilities for officials of trade unions	<ul style="list-style-type: none"> • Accommodation • Equipment • Names of new workers to the trade union
Machinery for negotiation or consultation and other procedures	<ul style="list-style-type: none"> • Collective bargaining • Grievance procedures • Joint consultation • Communicating with members • Communicating with other trade union officials also concerned with collective bargaining with the employer

(3) Process for trade union recognition

3.1 A request for recognition, by an independent trade union, to the Council, for the purposes of collective bargaining purposes, must be made in writing to the Corporate Director for Personnel & Organisational Development. The request must include the following:

- Identification of the Bargaining Unit for which recognition is sought
- Identify the trade union making the request
- A copy of the Certificate of Independence issued by the Certification Officer

3.2 The Council will then undertake a period of consideration and consultation of the request. The process will take no longer than 10 working days following the date of receipt of the request. The Council may wish to negotiate the request for recognition and seek further information from the trade union concerned. This process should take no longer than a further 28 working days from the end of the 10-day period but could be extended by mutual agreement of both parties.



- 3.3 A report shall be prepared by the Corporate Director for Personnel & Organisational Development to the next available meeting of an appropriate Council Committee, for final decision on the recognition request.
- 3.4 This process will only be applied to Trade Unions applying to the Council for recognition. Those Trade Unions who already are recognised will not be required to re-apply through the adoption of this process.
- 3.5 There is nothing in this document that supersedes SNCT8 and the arrangements detailed within the local agreement in respect of the Local Negotiating Committee for Teachers



ELEMENT 2 – TIME OFF FOR TRADE UNIONS DUTIES AND ACTIVITIES

This document must be read in the context of the FAIR Agreement and when interpreting its provisions, consideration must be given to the other five elements of the agreement.

This document details the reasons for which trades unions officials and shop stewards will be granted time off. It is emphasised that all activities within Aberdeen City Council are made within its statutory obligations and the rights of trade union officials to time away from their normal duties to undertake trade union duties or activities.

(1) Introduction

This document is one of the six key elements of Aberdeen City Council's Framework Agreement for Industrial Relations or **FAIR**.

It provides definition as to the trade unions statutory right to time off for trade union duties and activities. It has been developed in accordance with the ACAS Code of Practice 3 and statutory obligations identified in the Trade union & Labour Relations (Consolidation) Act 1992. To avoid any ambiguity, time off for trade union duties and activities will only be granted for issues which directly relate to the City Council. For the purpose of clarification time off for duties is provided where an issue relates directly to matters identified in Element 1 and activities are undertaken in support of those duties. Where the classification is unclear, it should be raised with the appropriate manager for clarification, who should seek advice and guidance from the Corporate Director for Personnel & Organisational Development.

This element covers:

- **the duties for which time off shall be given with pay**
- **the activities for which time-off shall be given with and without-pay**
- **responsibility and reasonableness**
- **the criteria and process for determining devoted facility time**
- **the arrangements for requesting and recording time off**
- **how disputes within the application of this process will be dealt with**

(2) Time off for trade union duties

The following list is neither exclusive nor exhaustive but illustrates the nature of the **duties** for which time-off **with pay** shall be granted:

- Discussions with Council officers on terms and conditions of service and employment policies, processes and procedures
- Representing members in disciplinary, grievance and within other Council procedures



- Discussions on physical conditions and working environment including health and safety matters
- For purposes of statutory consultation, including redundancy, TUPE, health & safety etc.
- Informing members of their trade union on the progress of discussions, where prior agreement for such a meeting has been given
- Meeting with full-time officials of the union on matters relating to discussions which are ongoing with the Council.
- Attending meetings with Council officers or members (e.g. JCC, UMF, Health & Safety Sub-Committee, Appeals Sub-Committee etc)
- Reasonable time to prepare for the above meetings, including pre-meetings with other trade union representatives before such meetings.
- Attendance at Committee Meetings where a legitimate trade union issue is to be considered/discussed, or where speaking rights have been granted to the trade union representative in question. Prior approval with the Corporate Director for Personnel & Organisational Development must be given before time-off for this purpose will be granted.
- For the recruitment of new members that are employees of the City Council.

NB There is no right to time off for trade union duties which themselves consist of industrial action

Payment for time off for trade union duties

The Authority will pay either the amount that the official would have earned had they worked during the time off or, where earnings vary with the work done, an amount calculated by reference to the average hourly earnings for the work they are employed to do. **There is no statutory requirement to pay for time off where the duty is carried out at a time when the official would not otherwise have been at work.**

(3) Time off for trade union activities

Time-off for Activities with Pay

There are circumstances where trade union officials will undertake trade union **activities** where time-off **with pay** will be granted. The following list is neither exclusive nor exhaustive but illustrates the nature of the **activities** for which time-off **with pay** shall be granted:

- The number of trade union officials, employed by the Council, permitted to attend the trade union's National Conference will be determined by the national rules of that Trade Union. Where there is no stipulation within the national rules



of the Trade Union then the numbers permitted to attend will be agreed by the Corporate Director for Personnel & Organisational Development

- Attendance at National/Regional meetings related to Pay & Conditions
- Meetings with full time trade union officials to discuss relevant issues to the workplace

It is likely that the majority of activities will be undertaken without pay. The following list is neither exclusive nor exhaustive but illustrates the nature of the **activities** for which time-off **without pay** shall be granted:

- Local branch meetings where non-Council trade union business under discussion.
- National meetings that do not relate to Local Government Pay & Conditions
- Area / Regional meetings that do not relate to Local Government Pay & Conditions
- Attendance by nominated trade union delegates at the Annual Conference of the TUC or STUC. The number of trade union officials, employed by the Council, permitted to attend the TUC or STUC will be agreed by the Corporate Director for Personnel & Organisational Development.
- Activities/ appointments, where the official is acting in a trade union capacity on a body external to the Council.

NB There is no right to time off for trade union activities which themselves consist of industrial action

(4) Responsibility and reasonableness

There is a responsibility on all parties to ensure that the amount and frequency of time off is reasonable in all the circumstances. It is vital that from the trade union side there is an awareness of the effects that time off may have on operational requirements, and accordingly, recognition that there may be circumstances where approval for time off cannot be given by line management because of sound operational reasons. Equally, management should make every attempt to release lay officials to undertake their trade union duties and activities on request.

It is of paramount importance that the need to maintain services to the public at all times is considered along with every trade union request for time off. The reasonable level will be determined in accordance with this principle, taking all the circumstances of the request into account, including the operational requirements of the employee's workplace and the Service to be provided.



(5) Devoted Trade Union Facility Time

5.1 Critical mass of membership

Devoted Trade Union Facility Time (DTUFT) to undertake defined duties and activities will be granted where this is considered to be in the best interests of the Council. Not all trade unions will qualify for DTUFT as it is viewed that a trade union will need to have a minimum critical mass of membership to qualify.

It is not envisaged that trade unions with less than 300 members would qualify for DTUFT.

5.2 Criteria for allocation of devoted trade union facility time (DTUFT)

In accordance with the decision of Resources Management Committee on 2 October 2002, the allocation of devoted trade union facility time to a trade union will be reviewed annually. The annual consideration will involve the application of the following criteria endorsed by Resources Management Committee on 2 October 2002

- (i) the statutory reasons for time off, as detailed in the ACAS Code of Practice 3 '*Time off for trade union duties and activities*'
- (ii) The Corporate Director for Personnel & Organisational Development, or representative, will meet with each trade union to discuss the DTUFT requirements. Following this meeting the Corporate Director for Personnel & Organisational Development will write to advise to the respective trade union of their allocation for the forthcoming year.
- (iii) the average time allocated by other Scottish Local Authorities for devoted trade union facility time
- (iv) an evaluation of the usage of facility time, based on the usage of facility time for trade union duties over the previous 12 month period

In respect of (iii) above, consideration will be given to this as a benchmark but it will need to be viewed against the local factors affecting the allocation of facility time allocated by each Local Authority within the benchmark sample.

Only where this has reduced will the trade union have the right to appeal the allocation. Such an appeal must be made via the Council's grievance procedure (this will commence at Stage 2 – being heard by the Chief Executive or Corporate Director not involved with the original decision.)

(6) Arrangements for requesting and recording time-off

An appropriate comprehensive administrative process for requesting, recording and monitoring time spent on trade union duties and activities must be developed. Not only will this make all who take time-off for trade union duties accountable for time taken, it will



demonstrate whether the Devoted Trade Union Facility Time allocated by the Council is sufficient.

Within the process there must be, by definition some key steps, which require decision and should be recorded. For those Branch Officials with Devoted Trade Union Facility Time on a full time basis, the Official should provide an activity sheet to their Support Services Manager on a regular basis – it is envisaged this would be akin to a time recording sheet. Where DTUFT is not full time, either a definite arrangement of being released for set days or set parts of the day could be agreed and again a time recording arrangement would be necessary.

Where the arrangement is not covered by DTUFT, the following key steps have been identified and must inform any procedure:

Step One	Request	TU official must ask line manager for time off work, using the Time Off for Trade Union Activities/ Duties/Training Request sheet at the earliest opportunity
Step Two	Decision	Line manager must provide a decision at the earliest opportunity to the TU Official /shop steward
Step Three	Accounting	Steps 1 & 2 need to be accounted for and an 'Audit Trail' of request and approval. In addition a time recording arrangement needs to be in place to detail the time taken and reason every time facility time is approved.
Step Four	Monitoring	An arrangement for monitoring on a regular basis the amount of facility time used and the reasons for which it was taken. This should be accounted for within each Service and reported to the Corporate Director for Personnel & Organisational Development. This information will be used to inform the annual discussions with Trade Unions regarding facility time.

(7) Disputes regarding requests for time-off

Every effort should be made to resolve a dispute in relation to time off for trade union duties or activities within the Service where the lay official is employed. Where a satisfactory resolution cannot be reached within the Service concerned the matter should be referred to the Corporate Director for Personnel & Organisational Development by the trade union's nominated trade union official. The Corporate Director for Personnel &



Organisational Development following receipt of information from both sides will make a final decision on the request.

There will be no appeal against the decision of the Corporate Director for Personnel & Organisational Development. However, where the issue is viewed as a 'matter of principle' – not a matter of fact, by the trade union, the issue can be progressed through the grievance procedure commencing at Stage 2 to be heard by the Chief Executive or Corporate Director not involved in the original decision.



ELEMENT 3 – ROLES & ACCREDITATION OF LAY TRADE UNION OFFICIALS (INCLUDING CODE OF CONDUCT)

This document must be read in the context of the FAIR Agreement and when interpreting its provisions, consideration must be given to the other five elements of the agreement.

This document clarifies the identified roles of lay trade union officials within the Council. It also details explicitly issues of behaviour and conduct of trade union officials whilst undertaking their duties/activities and arrangements for how these will be dealt with.

(1) Introduction

This document is one of the six key elements of Aberdeen City Council's Framework Agreement for Industrial Relations or **FAIR**.

It is recognised that in some circumstances it would be mutually beneficial for a nominated trade union official, to be released for devoted trade union duties. When undertaking trade union duties and/or activities officials are answerable to their trade union. It is in the interests of both the Council and the trade unions that the duties undertaken by lay officials are done by people who are deemed by the trade union to be competent in the role, satisfy any statutory qualifying criteria and are bound to act in a way consistent with the Code of Conduct for lay trade union officials. Consequently, the document outlines the process of accreditation for employees to undertake the respective roles that are recognised by the Council. It also details a Code of Conduct for all lay trade union officials.

This element covers:

- **Identified trade union roles**
- **Release arrangements of nominated trade union officials to devoted trade union duties and activities.**
- **Lay trade union official accreditation criteria**
- **Lay trade union officials – Code of Conduct**

(2) Identified roles within trade unions

Recognised trade unions are independent organisations that have the right to organise themselves in the way they determine. The Council, as the employer, in recognising a trade union must understand the way the trade union organises itself, the key officials at national, regional and local level to deal with industrial relation issues.

2.1 Full-Time Officers

These are employees of the trade union at national or regional level who may, from time to time, advise the Branch and/or deal with high level or significant issues, for example discipline of a Branch Official, Industrial Action Resolution etc.



The regional or national full-time officer will be notified at the earliest available opportunity where the disciplinary procedure is to be invoked against the nominated trade union official or other branch official.

2.2 Lay Officials

Lay officials for the purposes of this document are seen as employees of the Council who are elected by the membership or nominated by the Branch to a representative role on behalf of the trade union. It should be noted that a scheme of accreditation for all representative roles detailed in **Section 4** applies to all roles except Branch Officials.

2.2.1 Branch Officials

These are employees of the Council who have been elected to be an Office Bearer of the trade union by the Branch membership. The trade union will nominate one post within the trade union as being the lead official (for the purposes of this document is referred to as **the Nominated Trade Union Official – see paragraph 2.2.2** (e.g. Branch Secretary, Convenor) to whom all correspondence will be sent for consultation purposes. This post may qualify for devoted trade union facility time (DTUFT) - for the qualification criteria see Element 2 – Time off for Trade union Duties and Activities (**Section 5**).

It is for each trade union to determine whether any Branch Official will have rights of negotiation on behalf of the trade union and be able to make binding collective agreements or variations to existing agreements on behalf of the trade union. Unless stipulated to the contrary, the Council will assume all branch officials who take facility time to attend meetings and discussions to represent the Trade Union have the right of negotiation and necessary authority delegated from the Union's Branch/Executive Committee to enter into binding agreement with the Council.

2.2.2 Nominated Trade Union Official

This will be viewed as the trade union's lead trade union official for undertaking the duties and activities for which the trade union is recognised. Where devoted trade union facility time is granted by the Council (see Element 2 – Time off for Trade union Duties and Activities) it is envisaged the person elected to the nominated trade union position, will be released to full time or part-time trade union duties and activities – see **Section 3** of this element regarding release arrangements.

The contractual remuneration of the employee released into the trade union official role will be protected for the duration of their release. (see Memorandum of Understanding – Appendix 1)

The nominated trade union official will, where authority is delegated from the Union's Branch/Executive Committee have the authority to enter into collective agreements and amend existing agreements both nationally and locally on behalf of the trade union. It should be noted that in accordance with paragraph 2.2.1 it shall be assumed by the employer that the nominated trade union official will have the



necessary delegated authority from the Union's Branch/Executive Committee, unless stated to the contrary.

The role will be the main point of contact for statutory consultation on issues such as redundancy, TUPE etc. Where the postholder is unavailable on such matters, contact should be made with the regional or national full-time officer.

As a courtesy, the nominated trade union official will also be notified where the disciplinary procedure is to be invoked against any Branch Official or shop steward, particularly if the regional or full-time official is unavailable.

2.2.3 Shop Stewards

The shop steward role should be as the first 'port of call' for a member where there is any kind of difficulty in the workplace. It is envisaged that the shop steward will try to resolve the issue in a way that is acceptable to local management and their members. If this is not possible the matter should be referred to the appropriate branch official for action. Shop stewards are encouraged to notify their nominated trade union official or other branch official of any activity at a local level. Advice, guidance and support is available from the branch officials on any issue.

It is appropriate for shop stewards to represent their members in formal employment procedures and processes of the Council. In addition they are permitted to attend meetings on issues which have a direct relevance to the 'Shop' they represent.

The shop steward is an important role in maintaining effective working relationships between local management and members.

Unless stipulated to the contrary, shop stewards do **not** have the right of negotiation on behalf of the trade union and cannot enter into binding agreements. All such negotiations must be channelled through the nominated trade union official or full-time officer or any other branch official as nominated by the trade union.

It is agreed that a shop steward will represent an identified work location or occupational grouping within the Council. Shop stewards will be elected in accordance with the rules of the respective trade union. A list of shop stewards shall be provided annually, in writing, by the Regional Officer or nominated trade union official to the Corporate Director for Personnel & Organisational Development. Failure to comply with the rules of notification will result in time-off not being granted as the individual will not be recognised as a shop steward.

2.2.4 Health & Safety Representative

It is acknowledged that a trade union may accredit stewards to only deal with health & safety matters for an identified work location or occupational grouping. The functions of the health & safety representative will be those identified in Regulation 4 of the Health & Safety at Work Act 1974. Reasonable time off will be afforded to undertake such duties in accordance with Element 2 – Time off for Trade union Duties & Activities.



2.2.5 Union Learning Representative (ULR)

Within the Employment Act 2002, the role of Union Learning Representative (it should be noted this is the statutory definition of the role but is named differently by some trade unions e.g. Life Long Learning Adviser, Union Learning Adviser etc.) has been identified in statute. Reasonable time off will be afforded to undertake activities of the role in accordance with Element 1 – Time off for Trade union Duties & Activities. Activities of the Union Learning Representative are identified from the purposes within Section 168A(2) of the Trade Union & Labour Relations (Consolidation) Act 1992. The qualifying criteria to undertake the role is identified in Section 168A(4) of TULR(C)A.

2.3 Member

A trade union member is an employee of the Council who is a member of a trade union recognised by the Council. Members are allowed to consult with their shop stewards/branch official and to attend approved workplace meetings.

(3) Release Arrangements to Devoted Trade Union duties and activities

Where devoted trade union facility time (DTUFT) has been granted through the process identified in Element 2 – Time off for Trade Union Duties and Activities, the elected Office Bearer of the role nominated by the trade union will be released from their substantive duties to undertake appropriate duties and activities on behalf of the Trade Union.

3.1 Where a trade union elects an employee as a Branch Official and decides to allocate the agreed DTUFT to that employee, appropriate notification to the Council is required. This includes notification to the Corporate Director for Personnel & Organisational Development and the employee's Head of Service. Once notification is made discussion regarding the terms of the release need to take place, particularly where the DTUFT is not full-time.

Where the DTFT is full-time the service may arrange to backfill the post or duties, initially on a fixed term basis for one year. Where the release from substantive post or duties exceeds two years the Branch official will relinquish their contractual post and the fixed term worker in the backfill arrangement shall be confirmed as a permanent appointment.

The release from duties will continue for as long as the Branch Official continues to hold Trade Union Office to which has DTUFT allocated. Should the employee, either be deselected from office, have DTUFT removed, or decide not to stand for re-election/resigns from Office, the employee will return to their substantive post/duties, unless this has been backfilled on a permanent basis. In these circumstances the employee will be considered for suitable alternative employment, consistent with the post/duties they undertook prior to being released for DTUFT. The search for suitable alternative duties will follow the process detailed in the appropriate agreed policies e.g. the Council's Managing Redeployment Policy. (see Addendum to Point 3.1 – Appendix 2)



(4) Accreditation of trade union roles

Where officers or officials are appointed by the union, or elected to Office by the membership, it is recognised that the Council has no role in such proceedings. However, where the trade union nominate members to undertake identified lay roles on behalf of the union i.e. shop steward, health & safety representative, union learning representative, there are statutory and other reasonable criteria which shall be recognised before a member of the union is accredited to undertake the duties of the role and access the necessary time off facilities.

The criteria for the accreditation of the respective roles are as follows:

4.1 Shop Steward

- i) is elected by the members of the trade union from the members within the designated group.
- ii) is nominated by the trade union to represent an occupational group or area of work that directly relates to their role within the Council.
- iii) can demonstrate competence in the role of shop steward by virtue of having successfully completed a course provided by the trade union or TUC on the role.
- iv) is limited to represent the trade union or its members in matters which are consistent with the level of training for the role of shop steward.
- v) performs their duties and activities in accordance with the Code of Conduct for trade union officials.

4.2 Health & Safety Representative

- i) is elected by the members of the trade union from the members within the designated group.
- ii) is nominated by the trade union to represent an occupational group or area of work that directly relates to their place of work within the Council.
- iii) can demonstrate competence in the role of health & safety representative by virtue of having successfully completed a recognised course provided by the trade union or TUC on the role.
- v) performs their duties and activities in accordance with the Code of Conduct for trade union officials.

4.3 Union Learning Representative



- i) is nominated by the trade union to represent an occupational group or area of work that directly relates to their place of work within the Council.
- ii) can demonstrate competence in the role of Union Learning Representative by virtue of having successfully completed a recognised course provided by the trade union or TUC on the role and duties of the Union Learning Representative.
- iii) performs their duties and activities in accordance with the Code of Conduct for trade union officials.

4.4 Notification Arrangements

A list of accredited shop stewards, health & safety representatives and Union Learning Representatives will be maintained by the trade union and notified to the Corporate Director for Personnel & Organisational Development annually, identifying the area of work, workplace or occupational group they are representing. Any changes (i.e. new lay officials or resignations) during the year shall be notified by the trade union in the same manner.

(5) Code of conduct for trade union officials

Within the Council's 'Statement of Culture' there is recognition of the important role which the trade unions play within the Council. It states "In a flexible, listening and learning organisation, people expect, deserve and are entitled to nothing less." The Statement of Culture details how issues should be raised regarding the behaviour of trade unions as an organisation.

5.1 Reporting of unacceptable behaviour/misconduct

5.1.1 Where the conduct or behaviour of an individual, in a representative capacity of the trade union, is viewed as inappropriate the matter will be reported to the trade union, in writing, by the appropriate Corporate Director/Head of Service at the level identified below:

Individual Capacity	Reporting Level
Member	Nominated trade union official e.g. Branch Secretary, Convenor
Shop Steward	Nominated trade union official e.g. Branch Secretary, Convenor
Branch Official (other than the Nominated Trade union Official)	Nominated trade union official e.g. Branch Secretary, Convenor
Nominated Trade union Official	Regional or National Officer

5.1.2. The respective trade union will acknowledge receipt of the complaint, within five working days and notify the Corporate Director/Head of Service of the person from the trade union who has been appointed to investigate the matter.

5.1.3 It will be for the trade union to take any action it deems appropriate on the issue reported, following investigation of the complaint. The Trade Union will contact and



advise the Corporate Director/Head of Service raising the complaint once the investigation has been completed and action, if appropriate has been taken by the Trade Union. Note: there is no obligation on the Trade Union to detail the outcome or action taken as a result of the investigatory process.

5.2 Conduct and behaviour rules

5.2.1 Described below is an indicative list of what shall be viewed as unacceptable behaviours and inappropriate conduct when performed by an employee of the Council acting on behalf of a recognised trade union. It is not an exhaustive or inclusive list but demonstrates the type of conduct/behaviour which is viewed as unacceptable.

- rude, abusive or derogatory remarks about the Council, including elected members and officers
- threatening or aggressive behaviour to a elected member, manager or employee of the Council
- wilful breach of a collective (National or Local) Agreement
- breach of confidentiality (including leaking of issues to the press)

5.2.2 In addition to the bullet points above the canvassing of members of the Appeals by Employees Committee in relation to cases referred to them is prohibited. However, Trade Unions will be permitted to lobby members, as part of the normal democratic process. However, where the Trade Union have been party to a collective decision they will be bound by the 'collective decision making process.'

5.2.3 The above is not intended to be a comprehensive list of unacceptable conduct/behaviour, nor is its intention to restrict or limit any trade unionist in the legitimate performance of their activities and/or duties. For the sake of clarity this is not a 'gag' on trade unions speaking to the press. It is recognised as legitimate and appropriate for trade unions to comment on issues. However, it seeks to avoid disclosures to the press that are made in bad faith, or in situations where confidentiality could be breached or due process could be compromised.



ELEMENT 4 – DISPUTE RESOLUTION PROCEDURE

This document must be read in the context of the FAIR Agreement and when interpreting its provisions, consideration must be given to the other five elements of the agreement.

This document details the arrangements for the registration and the process for the resolution of local disputes i.e. those between the Council as ‘the employer’ and the recognised trade unions, representing employees. Whilst recognising and not affecting the existence of National and Local Agreements which deal with the arrangements to resolve or determine individual and/or collective grievances, this process outlines the process and mutual obligations before any form of Industrial Action is called by a Trade Union.

This procedure does not deal with disputes called by Trade Unions at a National level.

(1) Introduction

This document is one of the six key elements of Aberdeen City Council’s Framework Agreement for Industrial Relations or **FAIR**.

It provides definition on the responsibilities of both sides where a dispute is likely and the process to be followed to seek a mutually agreed resolution to outstanding issues. This element covers:

- **Intentions of the parties to a dispute**
- **The scope and identification of a dispute**
- **The process to be followed for dispute resolution**
- **How the ‘Status Quo’ arrangements will apply to a formally registered dispute**

(2) Intentions of the parties to a dispute

- 2.1 This document places responsibilities on the respective parties to the dispute to work actively to a resolution at the earliest stage possible. Furthermore, it seeks to prohibit the tactical use of the procedure to frustrate the legitimate process of management but not inhibit any trade union to invoke this procedure where it believes the best interests of their members are not being represented.
- 2.2 During the disputes process all parties will commit to, wherever possible, try and reach agreement on the issues which are the subject of the dispute. In addition every effort should be made to agree the interim arrangements to allow work to continue while the procedure is being followed.
- 2.3 No party to a dispute will do anything to work against the letter and spirit of this procedure e.g. releasing information or briefing the press.
- 2.4 Should the Disputes Resolution Procedure not satisfactorily resolve the dispute, ongoing dialogue should continue and both parties will continue work to resolve



their differences. Where all parties to the dispute agree a third party may be invited to assist to seek a resolution e.g. ACAS.

2.5 The intentions of the parties to the Framework Agreement are declared to be:

- To attempt to resolve all disputes at an informal level without the use of the dispute process
- To use the best endeavours to seek to resolve disputes as quickly as practicably possible and at the earliest stage possible within the procedure by complying with the timescales within the procedure, unless there is mutual agreement for these to be extended or where there are exceptional circumstances where it is impracticable or impossible for a particular party to the dispute to comply.
- For both sides to refrain from escalating the issues on which there is dispute
- Where an agreement to a dispute is reached this is binding on all parties and written into a document called a Dispute Resolution Agreement.

(3) Scope and definition of a dispute

3.1 For the purposes of this procedure a dispute can only exist between the Council (the employer) and an independent trade union recognised by the Council under the “Framework Agreement for Industrial Relations”.

3.2 This procedure only applies to local disputes between recognised trades unions, either singular or more than one, and the Council as the employer. It does not apply to disputes registered by recognised trades unions, either singular or more than one, at a National level (via CoSLA).

3.3 For the sake of clarity, the provisions of this procedure shall apply where a dispute is identified as a “Trade Dispute” as defined within paragraph 218 of the Trade Union and Labour Relations (Consolidation) Act 1992.

(4) Process for registering and resolving a dispute

Detailed below is the process for resolving disputes within the Council. All stages must be followed sequentially. However, where there is agreement on both sides the matter can be advanced to the most appropriate stage.

4.1 Informal Stage

Where a problem is considered to have potential, if not resolved, to escalate into a dispute and become subject to an issue for the formal part of this procedure, the appropriate trade union official and the relevant manager (at least 3rd tier officer) shall meet to discuss the matter.

The intention of the meeting is to explore the respective positions of each side to try and identify a mutually agreeable way to resolve the problem.

4.2 Stage 1 – FORMAL DISPUTE



To register a formal dispute a recognised trade union must register, in writing, their dispute with the relevant Corporate Director(s). The written registration must contain sufficient detail regarding the subject, nature and scope of the dispute to allow the Council to understand the following:

- what the grounds for dispute are
- to identify the group of employees that are claimed to be affected by the dispute
- what, if any, activities are subject to the dispute
- what the trade union is claiming/requesting of the Council to resolve the dispute

The Corporate Director or nominated Head of Service (who shall not have been actively involved in the issue that forms the basis of the dispute) will acknowledge the correspondence within 2 working days and arrange a meeting, within a further 5 working days between the appropriate representatives from management and the respective trade union(s).

The objectives of this stage are to:

- define the origin, subject and extent of the dispute
- determine the respective positions of each side
- explore the options with a view to resolving the dispute

Where agreement is reached this will be confirmed in writing within a further 5 working days of the meeting. Discussions on wording of the agreement may take place but a final written agreement must be signed off by the relevant Corporate Director(s) and the nominated trade union official or Regional Officer, within 10 working days of the meeting.

In the absence of a signed off written agreement resolving the dispute, within the process and timescales detailed above, the matter will not be viewed as resolved. There is the facility to mutually agree to vary the timescales detailed above to allow further consideration of the issues. However, the absence of a signed resolution agreement or a mutual agreement to extend the timescales means the matter may progress to Stage 2 of the Formal Procedure.

If this stage fails to resolve the matter, it may be referred to Stage 2 FORMAL DISPUTE (APPEALS COMMITTEE)

4.3 Stage 2 – FORMAL DISPUTE (APPEALS COMMITTEE)

A Stage 2 – Formal Dispute will be dealt with by the Council's Appeals Committee. The normal process for registering an Appeal will be followed with "Form 1" being completed by the trade union registering the dispute. "Form 2", the response to the claim, will be completed by the Corporate Director/Head of Service who determined the matter at Stage 1, with advice/support from appropriate officers from central services.

The arrangements for the hearing will be in accordance with the Standing Orders of the Council in respect of the Appeals Committee. The Committee, subject to



members availability and standing orders, will seek to meet promptly to consider any matter referred at this stage of the procedure.

This will constitute the final stage of the Disputes Resolution Procedure, where if no mutually agreeable solution is found, either side will have the right to proceed in a manner they deem to be appropriate.

(5) The “status quo”

- 5.1 The status quo, where applicable, shall apply once a dispute has been registered at Stage 1 of this process, and beyond.
- 5.2 For the sake of clarity the “status quo” means that any decision or proposal by management that is within the scope of a collective agreement or directly related to terms and conditions as detailed within the contract of employment for employees will not take effect until the dispute resolution procedure is exhausted. However, where decisions or proposals do not relate to a collective agreement or contract of employment provisions these can be progressed as there is no ‘status quo’ to maintain.

(6) DISPUTES RECOGNITION PROCEDURE RENEGOTIATION / RENEWAL

- 6.1 In order to determine the effectiveness of this element of the Framework Agreement, it is agreed that Element 4 - Disputes Recognition Procedure has a fixed expiry date of 31 March 2009. Prior to this date this procedure will be subject to renegotiation with a view to a further agreement being reached.



ELEMENT 5 – TRADE UNION FACILITIES

This document must be read in the context of the FAIR Agreement and when interpreting its provisions, consideration must be given to the other five elements of the agreement.

This document details the facilities afforded to trade union officials and shop stewards within Aberdeen City Council property.

(1) Introduction

This document is one of the six key elements of Aberdeen City Council's Framework Agreement for Industrial Relations or **FAIR**.

The provision of facilities to trade unions is to enable them to operate within the spirit of the framework agreement. It is recognised that effective industrial relations, to a large extent, are dependent on the trade union's ability to communicate with their members and the Council's managers speedily and efficiently.

The facilities provided are a privilege and not a right and are afforded to the trade unions as a mark of trust which underpins the framework Agreement. All property and equipment provided under this agreement remains the ownership of Aberdeen City Council. All facilities must be used in accordance with existing policies, processes and procedures of the Council. Any misuse could lead to the facilities being withdrawn and disciplinary procedures invoked.

This element covers:

- **Facilities available for Trade union use**
- **Accountability for allocated facilities**

(2) Facilities Available for Trade union Use

2.1 Where DTUFT (see Element 2 – Time off for trade union duties and activities) is allocated, trade unions will be provided the following facilities to assist with duties and activities:

2.1.1 Property

- Appropriate office accommodation.
- Meeting rooms subject to availability. NB This is for the purpose of workplace meetings with members and meetings of branch officials and stewards.

2.1.2 Communication

- Trade union notice board – one per main administrative centre
- Use of the internal mail systems
- Intranet access



- Access to email for trade union business

Please note that for anyone using the Council's ICT facilities, the Council's Acceptable Use Policy and Guidelines will apply.

NB: The Council reserves the right to remove publicity material that is clearly inappropriate e.g. material which is discriminatory or abusive etc.

2.1.3 Equipment

- Access to a photocopier for day to day needs – large runs or mail shots to members must be arranged by the trade union at its own expense
- A computer (PC) for accessing internal communication systems e.g. Intranet
- Telephone for trade union business
- Facsimile machine
- Other routine office equipment and stationery but this excludes printing or specialised equipment unless identified as part of a risk assessment or a reasonable adjustment under the DDA

2.2 Where DTUFT is NOT allocated to a trade union, appropriate facilities will be made available to the nominated branch official at their normal place of work. These will be subject to agreement between the trade union's Regional Officer, Corporate Director for Personnel & Organisational Development and appropriate Corporate Director.

(3) Accountability

3.1 Members of all parties have a responsibility to pay due respect to any facilities afforded to them by the Council. Any misuse of Council facilities will result in the matter being reported to the Branch Official for investigation.

3.2 Where misuse has been identified by the Council, the Council reserves the right to invoke its own disciplinary procedures, irrespective of the outcome of the trade union investigation. The Council reserves the right to suspend, withdraw or remove the identified facility for the duration of any investigation and beyond if, in its view, the facilities afforded have been abused.

3.3 An annual inventory of equipment must be maintained by each nominated trade union official, in accordance with financial standing orders and submitted to the Corporate Director for Personnel & Organisational Development. Any breakages, breakdowns or other accidents involving equipment must be reported to the appropriate Council officer.

3.4 All costs in terms of telephones, photocopying etc. will be monitored on a monthly basis. Should the monitoring process identify something out of the ordinary the matter will be reported to the nominated trade union official in the first instance for local investigation. The nominated trade union official will report back to the Corporate Director for Personnel & Organisational Development within 10 working days of the matter being raised.



ELEMENT 6 – TRAINING AND DEVELOPMENT OF LAY TRADE UNION OFFICIALS AND MEMBERS

This document must be read in the context of the FAIR Agreement and when interpreting its provisions, consideration must be given to the other five elements of the agreement.

The Council recognises that appropriately trained and developed lay trade union officials will contribute to positive and effective industrial relations. There is nothing within this element which gives the Council any rights to influence or interfere in the workings of a Trade Union, particularly in respect of training. Working together to develop the knowledge and skills of all active Trade Unionists within the workplace is clearly of mutual benefit.

(1) Introduction

This document is one of the six key elements of Aberdeen City Council's Framework Agreement for Industrial Relations or **FAIR**.

For all lay trade union roles there are identified duties and activities to which individuals are elected, volunteer or are nominated. In order for each person to be efficient and effective in their trade union role, training and development is just as significant as for their substantive position. It seeks to establish the principles and mechanisms of how the Council will work in partnership with the trade unions to train and develop those who undertake identified roles for the trade union.

This element covers:

- **Identified roles within the trade union**
- **Relevance of training & development**
- **Recognised training**
- **Assessment of training & development needs**

(2) Identified roles within trade unions

2.1 Within Element 2 – Time off for trade union duties and activities, there is a detailed breakdown of the roles for which trade union facility time can be given. These roles are:

- Nominated Trade Union Official
- Other Branch Official
- Shop Steward
- Health & Safety Representative
- Union Learning Representative (or equivalent)

The role accreditation provisions within Element 2 require the Shop Steward, Health & Safety and Union Learning Representatives to undergo an initial course of



training, recognised by the trade union, before the individual actively takes up their duties/activities.

- 2.2 It is recognised that the Trade Union and Labour Relations (Consolidation) Act 1992 – Section 178(2) provides officials of a trade union “*reasonable time off during working hours to undergo training relevant to the carrying out of their trade union duties.*” This element does not seek to reduce in any way the statutory entitlement to **paid time off** to undertake training approved by the trade union or the Trades Union Congress.
- 2.3 As for all time off for trade union duties and activities, this will be granted depending upon the exigencies of the service.

(3) Relevance of training & development

- 3.1 The basic premise of this element is that trade union officials are more likely to carry out their duties effectively if they possess skills and knowledge relevant to their duties. Within this statement clarity is required on what is viewed as ‘appropriate training and development’ for each identified role.
- 3.2 It is acknowledged that a test of appropriateness is difficult to develop with any degree of accuracy. However, for the purposes of this element, the appropriateness of a course of training & development for a lay trade union official, is that the course be directly relevant to the role undertaken.

Where the relationship between the role of the individual and the appropriateness of the training is questioned, the Trade Union Official with responsibility for Education (or nominated Branch Official) will meet with the individual’s line/service manager and a representative from the Personnel & Organisational Development Service to discuss and resolve any issue. Where an agreement cannot be reached on the appropriateness of the course the nominated trade union official can make an appeal against the decision of the line/service manager to the Corporate Director for Personnel & Organisational Development. Where the issue is viewed as a ‘matter of principle’ – not a matter of fact, - by the trade union, the issue can be progressed through the grievance procedure commencing at Stage 2 to be heard by the Chief Executive or Corporate Director not involved in the original decision.

(4) Recognised training

- 4.1 The Council will recognise and release newly elected or appointed lay trade union officials for all initial training in basic representational skills at the earliest opportunity.
- 4.2 Recognition and time off for courses will also be given in respect of:
- special responsibilities training
 - changes in the areas where collective bargaining takes place
 - legislative changes related to responsibilities



- 4.3 The Council as a provider of training events, seminars etc. will consider nominations from trade unions for attendance of a trade union official where it is viewed of mutual interest or identified in the training needs of the employee (subject to availability).

(5) Assessment of training/development needs

- 5.1 It will be the responsibility of the Trade Union, whether this be through the Branch Executive or a nominated official to identify, on an annual basis, the training needs of all other lay officials in the union. The line manager of each trade union official must be informed of the identified training needs for the year and notified at the earliest opportunity of the dates of the appropriate training course(s).
- 5.2 It is recognised that any employee who is released for DTUFT on a full-time basis will have two sets of training and development needs. The first relating to their chosen occupational field and the second relating to their trade union duties and activities. Upon election and release for DTUFT, the employee will meet with their Line Manager and make arrangements for their Continuous Occupational Development to be assessed. This will be through a structured meeting that should be held annually – more often if viewed appropriate. It will be for the Line Manager to organise the relevant training and for the employee to make themselves available for training.

The Line Manager will continue with this responsibility, even though the substantive post may be backfilled and the employee released from their substantive post.



MEMORANDUM OF UNDERSTANDING

ELEMENT 3 – Paragraph 2.2.2 Nominated Trade Union Official

It is recognised and agreed that should a Trade Union be allocated DTUFT the person elected to the position to which the DTUFT is attached should not suffer a financial detriment by virtue of the arrangement.

The release from duties is to cover the business of the trade union duties during 'normal business hours of the Council' and for the duration of the employee's contract – normally between 35 – 39 hours per week on a full-time basis. In ensuring there is no financial detriment there are two critical areas where understanding of the arrangements must be absolutely clear:

- i) Where an employee with DTUFT is deselected from office or chooses to return to their normal contractual work, salary/wage preservation will apply for the period suitable alternative employment is being sought. Once the person secures suitable alternative employment they will be paid the rate for the job, except where national agreements provide for salary conservation.
- ii) Where the employee regularly works overtime as part of their normal duties this work will still be required to be undertaken by the released employee for overtime payments to be made – this is irrespective of the overtime being contractual or non-contractual. There is nothing in this agreement which gives an employee the right to preserve earnings for work that is outwith their normal working week where they choose to make themselves unavailable for work.

This principle applies for all types of enhanced payments. If the work is not undertaken no payment will be made.

In the situation where overtime is contractual and management cannot offer work where the employee is contracted to work and is available is when payment will be made.

**ADDENDUM TO ELEMENT 3 – POINT 3.1**

It is recognised that legislation exists which details School Boards responsibilities for the appointment of Promoted Teaching posts within Schools. These provisions require for any such appointment to be subject to a competitive process.

Accordingly, Element 3 – Point 3.1 (3rd paragraph) provides for the Branch Official returning from DTUFT to be considered for suitable alternative employment, consistent with the post/duties they undertook prior to being released. Where this relates to a Teacher in a promoted post, the legislation appears to prohibit the Teacher being returned to a suitable alternative vacant promoted post.

Element 4 shall apply for all Teachers in unpromoted posts; however, should there be a situation involving a Teacher making the decision to return to a promoted post, the case will be considered on its merits within the context of the School Board legislation.

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