

**Model Time Off and Facilities Agreement**

**Contents**

[1 General principles](#_Toc80624163)

[2 Accredited union representation](#_Toc80624164)

[3 Time off for general trade union representatives](#_Toc80624165)

[4 Time off for health and safety representatives](#_Toc80624166)

[5 Time off for union learning represntatives](#_Toc80624167)

[6 Training](#_Toc80624168)

[7 Level](#_Toc80624169) of time off permitted

[8](#_Toc80624170) Payment for time off

9 Time off procedures

10 Time off following transfers of employment

11 Workload adjustments

12 Trade union facilities

13 No detriment and confidentiality

14 Conclusion of full-time release

15 Disputes

16 Reporting

17 Amendment of agreement

18 Signatories

**TIME OFF AND FACILITIES AGREEMENT BETWEEN [NAME OF EMPLOYER] AND [UNISON BRANCH]**

1. GENERAL PRINCIPLES
	1. This agreement sets out the arrangements that will govern time off for accredited trade union reps so that they can be applied in a fair and consistent manner across [name of employer].
	2. [Name of employer] and [UNISON branch] support the system of collective bargaining and the principle of solving employee relations problems by discussion and agreement.
	3. All parties recognise that it is vital to good employee relations that union reps have the time and facilities to adequately represent the workforce.
	4. All parties recognise that time off arrangements can facilitate the resolution of issues before they escalate into more costly forms of dispute or bring lasting damage to standards of service.
	5. [Name of employer] and [UNISON branch] will ensure that managers and union representatives understand the contents of this agreement so that it can be implemented consistently across the organisation.
2. ACCREDITED UNION REPRESENTATION
	1. The provisions of this agreement shall apply to accredited representatives of the union, who have been duly elected or appointed in accordance with the rules of the union.
	2. The union will determine the appropriate number of representatives they wish to appoint, having regard to the size and location of its membership. The union agrees to inform [name of employer] in writing of the names of all elected representatives at the earliest possible opportunity and provide notification of any subsequent changes. Persons whose names have been notified to [name of employer] shall be the sole representatives of the UNISON membership.
	3. The union will issue written credentials and notify [name of employer] of the number and location of constituencies for which each representative will be responsible.
3. TIME OFF FOR GENERAL TRADE UNION REPRESENTATIVES
	1. Accredited representatives will be permitted paid time off during working hours to carry out duties that are concerned with any aspect of collective bargaining and representation of individual members, including:
* Terms and conditions of employment, including physical working conditions, pay, hours of work, holidays and holiday pay, sick pay arrangements, pensions, learning and training, equality and diversity, notice periods and operation of digital equipment;
* Engagement, termination, transfer or suspension of employment, including recruitment and selection policies, human resource planning. redundancy and dismissal arrangements;
* Allocation of work or the duties of employment as between employees or groups of employees, including job grading, job evaluation, job descriptions, flexible working practices and work-life balance;
* Matters of discipline, including disciplinary procedures, arrangements for representing or accompanying employees at internal interviews, arrangements for appearing on behalf of trade union members, or as witnesses, before agreed outside appeal bodies or employment tribunals;
* Trade union membership, including representational arrangements and induction of new workers;
* Facilities for union representatives’ accommodation, including provision of equipment, names of new workers to the union;
* Machinery for negotiation or consultation and other procedures; including collective bargaining, grievances disputes, joint consultation, communicating with members and other trade union branch officers.

3.2 As part of fulfilling these duties, paid time off shall be permitted to:

* Prepare for negotiations, including attending relevant meetings;
* Inform members of progress and outcomes;
* Prepare for meetings with the employer about matters for which the union has only representational rights.

3.3 In addition, reasonable levels of paid time shall be permitted for wider activities of reps as part of their union, including:

* Branch, area or regional meetings of the union where the business of the union is under discussion;
* Meetings of official policy making bodies such as the executive committee or annual conference;
* Meetings with full time officers to discuss issues relevant to the workplace;
* Recruitment of new members;
* Distributing union literature.
1. TIME OFF FOR HEALTH AND SAFETY REPRESENTATIVES

4.1 [Name of employer] will observe the legal duty to permit accredited health and safety representatives such time off with pay as necessary for the purposes of:

* Engaging in consultation over making and maintenance of arrangements which will enable him and his employees to co-operate effectively in promoting and developing measures to ensure the health and safety at work of the employees, and in checking the effectiveness of such measures;
* Investigating potential hazards and dangerous occurrences at the workplace (whether or not they are drawn to his attention by the employees he represents) and to examine the causes of accidents at the workplace;
* Investigating complaints by any employee he represents relating to that employee's health, safety or welfare at work;
* Making representations to the employer on matters arising out of such investigations;
* Making representations to the employer on general matters affecting the health, safety or welfare at work of the employees at the workplace;
* Representing the employees he was appointed to represent in consultations at the workplace with inspectors of the Health and Safety Executive and of any other enforcing authority, including receiving information and attending meetings as part of such consultations;

4.2 In addition, reasonable levels of paid time shall be permitted for wider activities of health and safety reps as part of their union, as per decision 3.3 above.

1. TIME OFF FOR UNION LEARNING REPRESENTATIVES

5.1 Accredited Union Learning Representatives shall be entitled to take reasonable paid time off for the following specific purposes:

* Analysing learning or training needs;
* Providing information and advice about learning or training matters;
* Arranging learning or training;
* Promoting the value of learning or training;
* Consulting the employer in relation to such activities;
* Preparation in relation to such activities.

5.2 In addition, reasonable levels of paid time shall be permitted for wider activities of union learning reps as part of their union, as per decision 3.3 above.

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| If a branch is seeking time off for equality reps, insert a further section that can select from the possible clauses below, depending on how work may be divided with general union reps:1. TIME OFF FOR EQUALITY REPRESENTATIVES

Accredited Union Equality Representatives shall be entitled to take reasonable paid time off for the following purposes:* 1. Carrying out duties that are concerned with any aspect of collective bargaining and representation of individual members in relation to equality and diversity matters;
	2. Identifying, investigating and analysing matters relating to equality;
	3. Making representations to the employer on equality matters;
	4. Engaging in consultations with the employer on equality matters.
 |

6. TRAINING

6.1 Reasonable time off with pay will be granted to attend training courses approved by the TUC or UNISON for all accredited reps.

6.2 [Name of employer] recognises that newly appointed union reps should receive initial basic training as soon as possible after their appointment and updates to training will be necessary at suitable intervals, but particularly where the rep takes on special responsibilities, changes occur in legislation and recommended practices, or in response to major organisational changes.

1. LEVEL OF TIME OFF PERMITTED
	1. The [list senior branch officers] of UNISON will be allowed to spend their whole contractual employment time [or insert an agreed proportion of contractual time] on trade union duties and activities.

[*Depending on whether you want allocation of time off to be flexible or tightly defined, chose one of the following*]

7.2 Other accredited representatives will be given reasonable paid time off during normal working hours to carry out the functions related to their representational responsibilities.

OR:

7.2 Other accredited representatives will be allowed up to [number of hours] per calendar [week/month/year] time off during normal working hours to carry out functions related to their representational responsibilities.

8. PAYMENT FOR TIME OFF

8.1 Where paid time off is granted, the union rep will receive the amount they would have earned had they worked during the time taken 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. This amount will include average bonus or overtime payments where these are contractual.

8.2 Senior branch officers who spend the whole of their contractual time on trade union duties and / or activities will be entitled to the full package of pay and conditions which they would normally have received had they been working, including all allowances and any rights to professional training or registration.

* 1. Travelling and subsistence costs will be reimbursed to accredited representatives for periods of work approved in accordance with this agreement.
	2. Where representatives attend meetings called by management, management will always try to ensure that the meetings take place while the appropriate representatives are on duty, either by adjusting dates of meetings or amending rotas with the agreement of the individual concerned.
	3. However. when representatives, other than those with full-time secondment, attend meetings called by management during their normal working hours which extend beyond normal finishing time, they will be paid at plain time rates for the additional hours worked, except that, where earnings vary with the work done, the amount will be calculated by reference to the average hourly earnings for the work they are employed to do, including average bonus or contractual overtime payments.
	4. Where representatives attend meetings called by management which occur entirely in their off-duty time, they will be reimbursed for the hours spent at the meetings at plain time rates.

 [*If you are unable to secure payment for duties performed during off-duty time, an alternative would be the following]*

* 1. If a meeting is to take place on the representative's day off or while the representative is not on duty, an equivalent amount of time off in lieu will be given at a time agreeable to both parties, subject to the contingencies of the service.
	2. Part-time employees who are required to attend recognised training courses as detailed above will be paid for the whole of their attendance time, even if it exceeds their normal working hours.

9. TIME OFF PROCEDURES

9.1 Before taking time off, the accredited representatives must obtain the permission of their manager, informing the manager in writing of the general purpose of the time off, the intended location, the expected timing and duration of time off required, as soon as practically possible.

9.2 Representatives will be required to complete and submit facility time-recording sheets on a regular basis to the relevant Branch Secretary/Senior Representative, who will forward the recording sheets to the [appropriate manager].

9.3 [UNISON branch] will give adequate advance notice of training course dates in writing to relevant line-managers alongside any calendar of major union meetings, such as regional meetings or annual conferences that representatives would seek to attend..

10. TIME OFF FOLLOWING TRANFERS OF EMPLOYMENT

10.1 Where a transfer of staff takes place through contracting out or internally to wholly owned subsidiaries, proportionate time off arrangements will be retained to allow representation of affected staff.

10.2 Reps shall be permitted to continue representing affected staff until new arrangements among transferred staff have been established for representation.

11. WORKLOAD ADJUSTMENTS

11.1 During the approved absence of reps under this agreement, [name of employer] will endeavour to make appropriate workload arrangements, in line with the ACAS code [in Northern Ireland, replace with LRA code], which recommends:

* The allocation of duties to other employees;
* Rearranging work to a different time
* A reduction in workloads.

11.2 It is acknowledged that forward planning will not always allow adequate cover for demands on reps at short notice. Therefore, managers will be resourced to enable them to respond to such situations and clear procedures set in each workplace for short term demands.

11.3 Where major projects require sustained time off for workplace reps, fully funded backfill shall apply for the duration of the project.

12. TRADE UNION FACILITIES

12.1 [Name of employer] agrees to provide defined facilities to union representatives to enable them to discharge their duties, including provision of:

* + - Secure office space with secure storage;
		- A notice board;
		- Access to confidential telephone, fax, internal mail and email;
		- Reasonable use of equipment such as telephones, franking machines, photocopiers, and PCs;
		- Reasonable accommodation for meetings and trade union education;
		- Reasonable access to administrative support and secretarial services.
		- Appropriate facilities for meetings and training
		- [Additions to this list may be needed for health and safety reps to enable the conduct of investigations, such as specialist health and safety equipment suitable for the workplaces that they cover]

13. NO DETRIMENT AND CONFIDENTIALITY

* 1. Individuals will not be discriminated against during the course of their employment for membership of a trade union or activities as a union representative.
	2. In line with the ACAS code [in Northern Ireland replace with LRA code], [name of employer] will respect the confidential and sensitive nature of communications between union representatives and unions members.
	3. [Name of employer] shall provide transparency about the organisation’s monitoring and storage of electronic communications There shall be no monitoring of union emails other than in a highly exceptional circumstance, as defined by the Information Commissioner]. If [name of employer] believes such exceptional circumstances apply, its reasons shall be set out to union reps for their consideration.

14. CONCLUSION OF FULL-TIME RELEASE

* 1. Where a union rep has been given full-time release for union duties and activities and the employee’s period in office as that rep comes to a conclusion, the employee shall return to their substantive post or where following consultation reorganisation has resulted in the loss of that post, every effort will be made to make available a suitable alternative without detriment to terms and conditions in line with the [name of employer] organisational change policy.

15. DISPUTES

* 1. [Name of employer] and [UNISON branch] agree to make every effort to resolve disputes in relation to time off for trade union duties and activities.
	2. However, it is recognised that it is not possible to be prescriptive about all duties, activities and the time required to carry them out, therefore disputes may arise in interpretation of this agreement.
	3. It is agreed that requests for time off will not be unreasonably refused. But where permission to take time off is withheld, an explanation for the reason(s) will be given by the appropriate representative of management.
	4. If [UNISON branch] is dissatisfied with the decision, the matter may be referred to [name appropriate senior role, such as head of HR].
	5. If agreement cannot be reached, the matter may be referred to the [appropriate negotiating body].

16. REPORTING

[This section should only be included where the organisation is subject to the Trade Union (Facility Time Publication Requirements) Regulations 2017, as set out in the “How to respond to facility time reporting requirements” section of this guide]

* 1. Reporting and collection of facility time data will be limited solely to those details required under section 13 (3) of the Trade Union Act;
	2. [Name of employer] will ensure confidentiality for union reps in publication of paybill information by avoiding the naming of individual reps and applying the provisions of section 4 (3) of the Trade Union (Facility Time Publication Requirements) Regulations 2017 for substituting notional hourly rates for actual hourly rates where an individual might be identified if the actual hourly rates were published.
	3. Alongside any publication of facility time costs, [name of employer] will state its support for facility time and the net cost benefits it generates for taxpayers as follows:
* [Name of employer] believes that facility time is a vital part of ensuring good employment relations.
* Independent studies have found facility time to play a key role in resolving conflict before issues escalate into more serious and costly problems, as well as ensuring necessary changes to operations are managed efficiently[[1]](#footnote-1)
* Research has shown that for every £1 spent on trade union facility time, taxpayers receive at least £2.31 back in savings[[2]](#footnote-2) and employee representatives in the workplace result in[[3]](#footnote-3):
* 13,000 to 25,000 fewer dismissals each year across the UK, creating a benefit of £107m to £213m for employers.
* 17,000 to 34,000 fewer voluntary ‘exits’, worth a saving of £72m to £143m to employers
* 8,000 to 13,000 fewer injuries, equivalent to 161,000 to 241,000 fewer working days lost. Benefits range from £136m to £371m to society.
* 3,000 to 8,000 fewer cases of work-related illness equivalent to 125,000 to 375,000 fewer working days lost. Benefits range from £45m to £207m to society.

17. AMENDMENT OF AGREEMENT

17.1 Either side may submit proposals for amendment of this agreement, which will then be discussed at the joint negotiating committee.

17.2 Both sides agree to review this agreement in twelve months and annually thereafter.

18. SIGNATORIES

This agreement comes into force on:

Date:………………………………..

This agreement will be reviewed on:

Date:………………………………..

SIGNED ……………………………. for *[Employer Name]*

DATE ………………………………..

SIGNED …………………………….. for *[UNISON Branch]*

DATE ………………………………..

1. NatCen, The Value of Trade Union Facility Time, June 2012 [↑](#footnote-ref-1)
2. Professor Gregor Gall, University of Bradford, The Benefits of Paid Time Off for Trade Union Representatives, February 2016 [↑](#footnote-ref-2)
3. TUC, Facility Time for Union Reps - Separating Fact from Fiction, June 2012 [↑](#footnote-ref-3)