

JOINT NEGOTIATING COUNCIL FOR THE EDUCATION AND LIBRARY BOARDS

8 August 2005

**To: Chief Executives
Council Members
MSO/TUSO**

Joint Negotiating Council Circular No. 124


Facilities for Industrial Relations Duties and Trade Union Activities


The Joint Secretaries of the Joint Negotiating Council for the Education and Library Boards have agreed Facilities for Industrial Relations Duties and Trade Union Activities. The Agreement, which is attached as an appendix to this circular, sets out the principles and practices which govern the facilities made available by the Education Boards to employees who are accredited representatives or members, not being paid union officials, of unions represented in the JNC Trade Union Side.


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JOINT NEGOTIATING COUNCIL FOR EDUCATION AND LIBRARY BOARDS

Agreement on Facilities for Industrial Relations Duties and Trade Union Activities

INTRODUCTION

1. This circular has been agreed by the Joint Negotiating Council for Education and Library Boards (JNC). It sets out the principles and practices which govern the facilities made available by Education and Library Boards and Schools to employees who are accredited representatives or members, not being paid union officials, of unions represented in the JNC Trade Union Side.
2. This agreement takes due account of the requirements of statutes and the provisions of the Labour Relations Agency Code of Practice on "Time Off for Trade Union Duties and Activities".

PART A - PRINCIPLES

3. The following principles, endorsed by both Sides of the JNC form the basis of the agreement:-
 - i. It is for each employer to agree with the recognised trade unions detailed arrangements for the granting of facilities in accordance with the provisions of this agreement however this will be achieved on a joint board basis.
 - ii. It is also for each employer to ensure that the agreement is applied consistently throughout each Board's area. There is, however, a need for flexibility in view of the requirement to cater for Board and local circumstances.
 - iii. The JNC Management Side has a responsibility to ensure that the principles of the agreement are interpreted consistently by the Boards and Schools. Disagreements on points of principle or requests for clarification as to the intention of this agreement may be referred to JNC Joint Secretaries who may take such guidance from the Labour Relations Agency as is necessary.
 - iv. It is desirable for members of recognised unions to be adequately represented at all levels.
 - v. There should be effective methods of negotiation, consultation and communication. It is for each Board to determine jointly with the trade unions the appropriate machinery of negotiation and consultation recognising the joint desire of management and the unions to deal effectively with each other.
 - vi. Trade Union Side representatives have responsibilities to their union or Trade Union Side and to the staff they represent.
 - vii. Trade Union Side representatives and members have responsibilities to the Board/School in which they are employed.

- viii. Both Sides have a responsibility for ensuring a well ordered system of industrial relations and trade union organisation.
- ix. It is important to take into account not only the value of facilities for effective representation as a means of promoting good industrial relations, but also the requirements to avoid unnecessary cost and to maintain the effective discharge of functions.
- x. It is important for all levels of management to know the extent of their authority; and for all union and Trade Union Side representatives to know the extent of their duties under the agreement.
- xi. Both Sides have a responsibility to abide by agreements reached, whether at JNC Board or locally.
- xii. The nature and extent of the facilities to be provided for accredited representatives will be for determination within the agreed machinery for negotiation and consultation.
- xiii. The activities covered by the agreement should be those in which unions and management are jointly involved, and those which are of concern to the unions alone (examples of both kinds of activity are given in paragraph 14).
- xiv. It is recommended that as a guiding principle there should be parity of consideration and treatment of each recognised trade union in this regard and in particular recognition of the position of the four main trade unions namely NIPSA, UNISON, GMB and AT&GWU. To give expression to this commitment the boards will ensure the following minimum arrangements.

PART B - PRACTICAL APPLICATION

ACCREDITED REPRESENTATIVES

Definitions and coverage

- 4. An accredited representative is a Board or School employee who has been duly appointed to a union office within the agreed machinery of negotiation and consultation.
- 5. The Trade Union Side accept that appointments should be notified to the JNC or Boards in writing, stating the name and office of the appointee, the appointment (or appointments) to be held, the date of their commencement and their duration. The responsibility for notification will rest with the unions for union appointments. This should take place as soon as is reasonably practicable after such appointments or within ten working days from the date of the appointment.

Personnel management and career considerations

- 6. As far as possible, management should apply the normal procedures for staff appraisal and career development for accredited representatives and will take

account of the knowledge, skills and experience demonstrated and gained in the time spent on industrial relations duties.

7. For accredited representatives, normal appraisal will be confined to Board/School duties. Appraisal reviews covering industrial relations duties may be conducted at the request of the individuals by more senior union or Trade Union Side officials.
8. In all cases the normal principles governing promotion should apply and accredited representatives should be treated neither more nor less favourably than other staff.
9. Although normal disciplinary standards apply to employees who are trade union representatives, normally no disciplinary penalty should be imposed on a trade union representative until the circumstances of the case have been discussed with a senior trade union representative or full time official. (Consultation is not necessary over an oral reprimand). Care should be taken that a disciplinary penalty is not seen as an attack on the union's functions.

Time off allowances

10. Accredited representatives whose responsibilities justify it should be given reasonable time off to enable them to undertake functions as exemplified in paragraph 14.
11. Time off can be on the following basis:-
 - i. Local paid absence from work should be granted where the duties exemplified in 14(c)(i) are of a limited extent (normally for absences of up to half a day). Where justified by the extent of these duties an agreed regular paid facility time allowance may be allocated.
 - ii. Paid special leave may also be granted for members of the JNC and its Committees and members of the Regional Executive Committees or National Executive Committees of recognised unions for the activities exemplified in paragraph 14(c)(ii). When considering requests for special leave with pay for these purposes, management and trade unions will bear in mind the need to avoid disruption of work and to maintain services to the public, though proper requests will not be unreasonably refused.

Allowances related to pay will not be affected by any paid absences from official duties, but absence during overtime periods will not attract payment.

12. The amount of facility time and paid special leave, and the activities for which they are granted, should be agreed with management on the appointment of an accredited representative. They should be a factor in determining the nature and extent of the duties, which an accredited representative is expected to perform. Calculation of facility time allowances should be made after deducting annual leave, public, privilege and bank holidays from the working year. The amount of time-off in relation to the functions detailed in paragraph 14 may be given as a composite allowance if appropriate to do so. When a time-off allocation is granted, arrangements should be made for the accredited representative to account to a designated manager for the particular use made of time spent away from official duties under this agreement, and the limit up to which he/she may be allowed time

off by the designated manager must be reviewed at least annually by the authority granting it.

Shift workers

13. Special provision may need to be made for accredited representatives who do not work normal office hours but who are required to attend meetings within those hours. For example, an accredited representative may be rostered to work night shifts within conditioned hours on the nights preceding and following a meeting, which he/she has to attend as a representative. Depending on the circumstances, and by agreement with local management, he/she may be allowed paid time off in respect of at least one of those shifts. Shifts so treated should count as one day of paid time off when calculating an overall facility time allowance or when logging paid special leave within the limits set out in paragraph 11.

Functions

14(a) Access with Permission Clause - Trade Union Secondees

In the performance of their trade union duties, trade union secondees shall be permitted to visit the workplace of their members, provided they have prior arrangements with, in the case of schools, the Principal or appropriate Line Manager and provided they comply in advance with the necessary 'child protection' arrangements in place within the respective boards or education establishment in question.

- 14(b) It is an important principle of this Agreement that those staff who are permitted to work for their respective trade union, on a seconded basis or other basis, may only do so in respect of trade union business associated with the employing board unless they have obtained the prior approval, in writing, of that board to do otherwise.

14(c) The functions for which paid time off may be granted under paragraph 11 include:

- (i) a. Attendance at all joint meetings between the Trade Union Side or unions and management.
- b. Consultation or negotiation with the appropriate level of management on matters of joint concern, e.g. conditions of service.
- c. Preparation, including consideration of papers and proposals, for joint meetings, consultation and negotiation.
- d. Consulting and informing members through the normal channels of communication and exceptionally through meetings as provided in paragraph 15(c) about negotiations and discussions with management.
- e. Meetings with other accredited representatives or full-time union officials or members, to consider matters of joint concern to Employers and Trade Union Sides.
- f. Meetings of the Trade Union Side or union representatives prior to or after a joint meeting to consider matters relating to that meeting.

- g. Conducting interviews with and on behalf of members on grievance and discipline matters concerning them and their employer.
 - h. Appearing on behalf of members before Appeal Committees etc or an outside official body, e.g. an industrial tribunal dealing with any industrial relations or any individual matter concerning the employer.
 - i. Explanations to groups of new employees of the role of the union in industrial relations system.
- (ii)
- a. Taking part as a representative in meetings of official policy making bodies of the union (such as the Regional Executive Committees or National Executive Committees) or meetings of the Trade Union Side.
 - b. Attendance at a Conference of a trade union recognised by the Education and Library Boards whether as a delegate or as a trainee delegate.
 - c. Representing the union on external bodies, relevant to employment e.g. at Irish Congress of Trade Union meetings.
 - d. Duty as Organiser or Treasurer.

UNION MEMBERS

15. Reasonable requests for time off with pay may be granted to union members, for the following purposes:
- a. Attending a Conference of a trade union recognised by the Education and Library Boards whether as a delegate or as a trainee delegate.
 - b. Voting at the workplace in union elections.
 - c. Attending union meetings called because of the urgency of the matter to be discussed.
 - d. Attending in a specialist capacity, joint meetings, or meetings of the Trade Union Side, or with full-time union officials, or with accredited representatives, in connection with matters of joint concern to the Employer and Trade Union Sides.
 - e. Attending union meetings at which branches consider and propose resolutions for annual conferences.
 - f. Attending Branch Committee meetings as a committee member who is not an accredited representative.
 - g. Representing the union on external bodies relevant to employment e.g. at Irish Congress of Trade Union meetings.
16. i. Where it is necessary for a union to hold a meeting of members for the purposes of b., c. or e. in paragraph 15 above the union should agree the arrangements with management as far in advance as possible. Where a meeting necessarily

involves a large proportion of employees at any one time, management and the union(s) concerned should agree on a convenient time which minimises the disruption of official work and allows services to the public to be maintained e.g. towards the end of the working day or just before or just after a meal break.

- ii Where a flexible working hours system is in operation the appropriate credit should be allowed for attendance at any such meeting.

TRAINING

17. Within the allowances set out in paragraph 11(ii), special paid leave as follows may be allowed to undergo training at courses relevant to representational duties, including induction, specialist and advanced courses organised by the ICTU or unions, provided the accredited representative is sponsored by his union headquarters:
 - i. During the first or second year as an accredited representative, up to 10 days.
 - ii In subsequent years up to 5 days, except that up to 5 days from the following years training allowance may be anticipated if an ICTU course lasts up to 10 days.
18. In order to facilitate members in becoming accredited representatives, a union member may be allowed up to 5 days paid special leave for training purposes.

ADMINISTRATIVE FACILITIES

Office accommodation

19.
 - i. Every effort should be made to allocate a room to Trade Union Side or union accredited representatives for their exclusive use. Where no room is available for exclusive allocation, Boards should allow the private use of a general room, for example for interviews. Rooms will be allocated on the understanding that they may be reallocated if required for overriding Board purposes.
 - ii. In multi-occupancy buildings it may be necessary and appropriate for the Trade Union Side accredited representatives to share accommodation, after consultation with all parties.
 - iii. Boards and Schools are encouraged to provide rooms for Trade Union Side or union meetings wherever possible.
 - iv. In providing any accommodation it is important that Trade Union Representatives ensure that they are aware and comply with any safety, security or other such requirement in the establishment in question.

Furniture

20. The Trade Union Side and each union should be provided with furniture as necessary, for example a desk with a lockable drawer and/or a lockable cabinet. Their location will depend on whether or not exclusive accommodation has been allocated to the accredited representatives.

Office facilities

21. Accredited representatives of Trade Union Sides or unions requiring access to internet, email and telephone should be allowed the use of such equipment with reasonable privacy, and within the normal security arrangements for such equipment, wherever possible, in a room allocated to a Trade Union Side or union. Accredited representatives should observe the general guidance in the use of such equipment and the normal rules relating to the use of all such equipment for other purposes will apply.

Notice boards

22. i. The local branch of any recognised union may have notice board facilities on Board/School premises. Notice boards will be provided without charge.
- ii. The position of notice boards should normally be confined to those parts of premises, which are not ordinarily accessible to the general public. The siting and number of boards is a matter for local discussion and agreement.
- iii. The titles of unions may be inscribed on the notice boards.
- iv. Unions are free to exhibit union notices of general interest to the staff on their notice boards but no notice may be exhibited anywhere else on official premises without the previous consent of the Board/School.
- v. Notwithstanding iv. above, management may challenge the propriety of any notice exhibited by a union and, on giving reasons, subsequently to be confirmed in writing, secure its immediate withdrawal. The union concerned may make representations to management about the reinstatement of the notice.

Other services

23. i. Correspondence between Trade Union Sides and unions and their members may be sent (under cover) through the internal distribution system.
- ii. Accredited representatives of unions may be allowed the use of official typing, duplicating and photocopying facilities, where available for essential work in respect of their representational duties, provided that this does not interfere with other work.

Access to documents

24. Trade Union Sides and accredited union representatives should have access to documents which set out the rules relating to pay, conditions and such other matters affecting employees. Such documents will be supplied to the recognised trade unions automatically by the employing Board and arrangements in respect of accredited representatives should be decided locally.

Staff joining and leaving

25. i. Boards will arrange to provide the names of new entrants and of those resigning and of incoming and outgoing transferred staff to the recognised unions concerned. Normally this information should be provided to the appropriate union official, unless the unions request it to be provided at a different level.
- ii. Recruitment of new members on premises should be allowed, subject to agreement between management and union representatives with regard to timing.

Election of union representatives in official time

26. Boards will provide facilities by agreement with the recognised unions for the election of union representatives or for the announcement of election results from ballots of individual members. Where election takes place at the annual general meeting of a union branch or at any other general meeting of a union the meeting should be allowed to start during working hours for this purpose unless a service to the public would thereby have to be withdrawn. However, all reasonable efforts will be made to ensure that the election can take place during working hours.

COMMUNICATION

27. It is recognised that good and ongoing communications are vital for sustained and productive industrial relations. Therefore to ensure the necessary minimum facility for such communication with this Agreement it is acknowledged that arrangements for regular ongoing meetings between the trade union secondees and the representatives of the respective boards is essential. Therefore at the commencement of this Agreement a schedule of such meeting, being not less than 12 per annum, shall be agreed between all of the parties hereto.

In relation to secondee representation where any secondee is engaged for normal work of less than 25 hours per week the trade union, on that secondee's behalf, may make application for the secondee's hours to be increased to a maximum of 25 hours. Otherwise the hours applicable shall be those of the secondee's normal working arrangements.

TERMS OF AGREEMENT

28. This agreement may be terminated by either side upon giving one year's notice. The provisions of the agreement may be reviewed at any time at the request of either side and in any event will be reviewed one year after signing to ensure that it is meeting the mutual objective of improving and sustaining good orderly industrial relations between the recognised unions, their members and the five Education and Library Boards.