

JOINT NEGOTIATING COUNCIL FOR THE EDUCATION AND LIBRARY BOARDS

04 September 2012

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

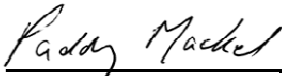
Joint Negotiating Council Circular No. 124 [Revised]

[Revised] Facilities for Industrial Relations Duties and Trade Union Activities with effect from 1 July 2012

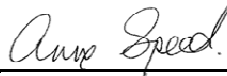
The Joint Secretaries of the Joint Negotiating Council for the Education and Library Boards have agreed revised Facilities for Industrial Relations Duties and Trade Union Activities. The Agreement, which is attached as an appendix to this circular, sets out the principles and practices which govern the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



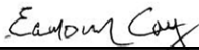
Management Side Secretary
J Curran



Trade Union Side Secretary
P Mackel



Trade Union Side Secretary
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Trade Union Side Secretary
E Coy



Trade Union Side Secretary
T Trainor

Appendix to [Revised]JNC Circular No 124

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 secondees, accredited representatives or members, not being paid union officials, of unions represented on 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:-
 - 3.1 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.
 - 3.2. 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.
 - 3.3. Both the JNC Management Side and Trade Union Side have 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 or issues in relation to its implementation may be referred to JNC Joint Secretaries who may take such guidance from the Labour Relations Agency as is necessary.
 - 3.4 It is desirable for members of recognised unions to be adequately represented at all levels.
 - 3.5 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.
 - 3.6 Trade Union Side representatives have responsibilities to their union or Trade Union Side **and to the staff they represent.**
 - 3.7 Trade Union Side representatives and members have responsibilities to the Board/School in which they are employed. These responsibilities include appropriate

recognition of the operational needs of employers and the special needs of schools. Paragraph 4.3 refers.

- 3.8** Both Sides have a responsibility for ensuring a well ordered system of industrial relations and trade union organisation.
- 3.9** It is important for all levels of management to know the extent of their authority; and for all secondees and Trade Union Side representatives to know the extent of their duties under the agreement.
- 3.10** Both Sides have a responsibility to abide by agreements reached, whether at JNC, Board or locally.
- 3.11** The nature and extent of the facilities to be provided to secondees and accredited representatives will be for determination within the agreed machinery for negotiation and consultation.
- 3.12** 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.
- 3.13** Secondees and accredited representatives may only work within their employing Board[s]. Where a secondee or accredited representative is found to be acting outside the agreed arrangements, this will in the first instance be brought to the attention of the Trade Union concerned. If the situation remains unresolved the matter will then be referred to the JNC Joint Secretaries following which the Employer will reserve the right to terminate that particular arrangement for that individual and agree with the Trade Union concerned arrangements for a suitable replacement.
- 3.14** 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 UNITE.

PART B - PRACTICAL APPLICATION

4. SECONDEES

A secondee is a Board or School employee who has been selected by a Trade Union for all or part of their contracted hours to work in accordance with this agreement. The Employer expects that the secondee will normally be the first point of contact with primary responsibility for the duties outlined below.

4.1 Secondee Duties

Any functions on behalf of employees of the Board which are related to matters falling within Article 96(1) of the 1992 Order and which the Board has agreed the union may perform; examples of which are listed below:-

- [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 eg 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 for in paragraph 6.1[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 the Employers and Trade Union Side.
- [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 eg 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 the industrial relations system.
- [j]** Taking part as a representative in meetings of official policy making bodies of the union [such as the Regional Executive Committee or National Executive Committees] or meetings of the Trade Union Side.
- [k]** Attendance at a Conference of a Trade Union recognised by the Education and Library Boards whether as a delegate or as a trainee delegate.
- [l]** Representing the union on external bodies, relevant to employment eg at Irish Congress of Trade Union meetings.
- [m]** Duty as Organiser or Treasurer.

Where a Trade Union in accordance with this agreement has elected to have a secondee engaged on a percentage of their contracted hours, with the remainder of their time spent on their normal contracted duties, it is understood that all trade union duties and activities for that secondee will be performed within that percentage of seconded time allocated under this agreement. Any further time off, if granted, will be permitted on an unpaid basis unless otherwise agreed with the Employer in advance.

[Request forms for time off must be completed by secondees who are asking for time off outside their allocated percentage of secondee time with such requests to be kept to a minimum.]

4.2 Administrative Arrangements

It would be expected that secondees will comply with normal arrangements in respect of reporting of absence, requests for annual leave, submission of monthly timesheets etc. Such arrangements will be agreed with the Head of HR from the secondee's employing Board.

4.3 Access with Permission Clause

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.

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, and within the seconded time agreed, 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. Paragraph 4.1 above refers.

Travel Expenses

Secondees will be paid the 'casual user rate' in line with the relevant JNC Circular.

5. ACCREDITED REPRESENTATIVES

5.1 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.

5.2 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.

5.3 Only accredited trade union representatives who have been notified by the trade union to the Board's Human Resources Manager will be allowed time off.

5.4 Within ten working days of receipt of the notification, the Human Resources Manager will write to the relevant trade union office confirming that the employee has been registered as an accredited representative and will be afforded access to the facilities granted by the agreement.

That letter will be copied to the employee and their line manager. Until such time as that process is completed, the employee may not be afforded access to the facilities granted by this agreement.

5.5 The relevant trade union office will also inform the Human Resources Manager, in writing, of any resignations from positions within 5 working days of the resignation.

5.6 Access with Permission Clause

In the performance of their trade union duties, accredited representatives 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.

It is an important principle of this Agreement that those staff who are permitted to

work for their respective trade union, on an accredited representative 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.

It is acknowledged that from time to time an accredited representative may make application for time off in respect of some of the duties listed at paragraph 4.1 above, which may include, for example, participation in JNC or other matters covered and could also on occasion be in the event of the unavailability of the secondee.

Travel Expenses

Accredited representatives will claim for mileage from their respective trade unions.

Health and Safety Representatives

- 5.7** The Safety Representatives and Safety Committees Regulations [NI] of 1979 Regulation 4(2)(b) requires Employers to allow union health and safety representatives paid time, as is necessary, during working hours, to perform their functions, to undertake training and to carry out inspections.

Accredited trade union representatives wishing to undertake the role of the health and safety representative must apply for time off in accordance with the Procedure outlined in this agreement.

Union Learning Representatives

- 5.8** Employees who are members of an independent trade union recognised by the Board will be entitled to reasonable paid time off to undertake the functions of a union learning representative provided that the union has given the Employer notice in writing that the employee is a learning representative of the trade union and the training condition is met. Training should be in aspects of employment relations relevant to the duties of a union representative and must be approved by the Northern Ireland Committee of the Irish Congress of Trade Unions or by the trade union of which the employee is a union representative. [Paragraphs 27 to 32 of the Draft LRA Code of Practice Time off for Trade Union Duties and Activities refer].

- 5.9** The functions for which time off as a union learning representative are allowed.

[a] Analysing learning or training needs.

[b] Providing information and advice about learning or training matters.

[c] Arranging learning or training.

[d] Promoting the value of learning or training.

[e] Consulting the Employer about carrying out any such activities.

[f] Preparing to carry out any of the above activities.

[g] Undergoing relevant training.

- 5.10** Trade union learning representatives wishing to undertake trade union training must

apply for time off in accordance with the Procedure outlined in this agreement.

Personnel management and career considerations

- 5.11** 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.
- 5.12** 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.
- 5.13** In all cases the normal principles governing promotion should apply and accredited representatives should be treated neither more nor less favourably than other staff.
- 5.14** 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.
- 5.15** From time to time an accredited representative may be required to undertake one or more of the functions listed under Paragraph 4 in the case of secondee absence.

Shift workers

- 5.16** 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.

6. UNION MEMBERS

- 6.1** 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.

6.2 Where it is necessary for a union to hold a meeting of members for the purposes of [b], [c] or [e] in paragraph 6.1 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.

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

There is no right to time off for Trade Union Activities which themselves consist of industrial action.

7. PROCEDURE FOR REQUESTING TIME OFF FOR TRADE UNION DUTIES/ACTIVITIES [APPENDIX 1 TO THIS AGREEMENT]

7.1 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 trade union representative is expected to perform.

7.2 Accredited trade union representatives undertaking trade union duties and/or activities must apply for time off in accordance with this agreement. It will be the responsibility of the accredited trade union representative to maintain an accurate record of the facility time required to undertake their trade union duties/activities using the Request for Time Off for Trade Union Duties and Activities Facilities Application Form (Appendix 1A).

7.3 The Facilities Application Form will a) record the formal authorisation given by the line manager and b) will assist in building an accurate record of the time taken for trade union duties and activities.

7.4 Completed Facilities Application Forms will be submitted to the Human Resources Manager and will be subject to review at least on an annual basis.

7.5 The granting of time off requested by accredited trade union representatives, and its paid/unpaid status, will be assessed according to the following criteria:

- [a]** The reason for the time off.

[b] The amount of time off being requested (i.e. hourly segments).

[c] The frequency of time off.

[d] The amount of notice given.

[e] The availability of providing cover (where required).

[f] The Board's need to maintain a service.

7.6 Each application for time off will be considered on its merits. However, consideration will also be given to any previous time off granted, or in prospect, in considering the request. Subject to operational needs, permission will not be unduly withheld.

8. TRAINING

8.1 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/her union headquarters.

[a] During the first or second year as an accredited representative, up to 10 days.

[b] 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.

8.2 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.

9. ADMINISTRATIVE FACILITIES

Office accommodation

9.1 Every effort should be made to allocate a room to Trade Union Side for its 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.

9.2 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.

9.3 Boards and Schools are encouraged to provide rooms for Trade Union Side or union meetings wherever possible.

9.4 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

- 9.5** 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

- 9.6** 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. Secondees and accredited representatives will still be subject to normal Board rules regarding internet and e-mail policy.

Notice boards

- 9.7** [a] The local branch of any recognised union may have notice board facilities on Board/School premises. Notice boards will be provided without charge.
- [b] 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.
- [c] The titles of unions may be inscribed on the notice boards.
- [d] 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.
- [e] Notwithstanding [d] 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

- 9.8.** Correspondence between Trade Union Sides and unions and their members may be sent (under cover) through the internal distribution system. Appropriate access to photocopying facilities will be provided.

Access to documents

- 9.9** Trade Union Sides, secondees 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 secondees and accredited representatives should be decided locally.

Recruitment of New Members

- 9.10** 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

- 9.11** 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.

10. COMMUNICATION

- 10.1** 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. A schedule of meetings should therefore be agreed in advance.

11. RESOLVING DISPUTES

- 11.1** Every effort should be made to resolve any dispute in relation to time off work for union duties or activities at the earliest opportunity. In the event of a disagreement over granting of time off, the relevant trade union should write to the Human Resources Manager explaining the position. The Human Resources Manager will meet with the relevant trade union full time official to try to resolve the matter. Where an agreed resolution cannot be reached, the matter will be referred to the Chief Executive (or nominee) for resolution.

12. TERMS OF AGREEMENT

- 12.1** This agreement may be terminated by either side upon giving six months' 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.

Appendix 1

PROCEDURE FOR REQUESTING TIME OFF FOR TRADE UNION DUTIES AND ACTIVITIES

1. INTRODUCTION

The Education and Library Boards recognise the importance of good industrial relations. They recognise the benefits of trade union membership and encourage all employees to belong to an appropriate union.

This Procedure sets out the process to be followed and the responsibilities of Line Managers, Human Resources, Accredited Trade Union Representatives [this includes Trade Union Secondees] and Trade Union Members when considering requests for time off for trade union duties and activities.

Paragraph 7 of the Agreement on Facilities for Industrial Relations Duties and Trade Union Activities refers.

2. PROCEDURE FOR REQUESTING TIME OFF FOR TRADE UNION DUTIES AND ACTIVITIES

2.1. Accredited trade union representatives who are seeking approval, through the mechanism detailed in the *Agreement on Facilities for Industrial Duties and Trade Union Activities*, are required to apply for that time off, in writing, using the “Request for time off for Trade Union Duties and Activities Facilities Application Form”. That form must be submitted to the accredited trade union representative’s Line Manager, for approval, at least 5 working days prior to the period of ‘time off’ being requested. The accredited trade union representative should complete the application form giving:-

- [a] personal details,
- [b] origin of request,
- [c] reason for request for time off, and
- [d] estimate of time off requested.

Accredited trade union representatives are also required to maintain a record of their approved time off.

2.2 The Line Manager will assess the request for time off and determine if it can be granted in accordance with the *Agreement on Facilities for Industrial Relations Duties and Trade Union Activities*. The Line Manager in consultation with Human Resources, where necessary, will make a determination as to whether the time off requested is granted.

The Line Manager will maintain a record of time off that has been approved with pay and without pay. A copy of completed request forms will also be provided to the accredited trade union representative to support the maintenance of the Trade Union’s own record of time off.

The original completed forms of approved time off [with or without pay] will be sent to the HR Manager in the relevant Board to ensure a composite record is maintained for each trade union.

The Line Manager when considering a request for time off for an accredited trade union representative will consider the following:-

- [a] the reason for the time off [ie trade union duty or trade union activity],
- [b] the amount of time off being requested,
- [c] the frequency of time off,
- [d] the amount of notice given,
- [e] the availability of providing cover [where required],
- [f] the Board's need to maintain a service.

Line Managers should not approve expenses incurred by accredited trade union representatives, for trade union activities, through the Board's travel and subsistence procedures unless this has been agreed by the Board in advance [Section 5; paragraph 5.6 'Travel Expenses' of the Agreement refers.]

3. RESOLVING DISPUTES

Where an accredited trade union representative believes that a request for time off for trade union duties or activities has been unreasonably withheld, by the Line Manager, they should contact the HR Manager immediately to raise those concerns to determine if the matter can be resolved informally.

In instances where the matter is not resolved informally the relevant Trade Union should write to the HR Manager explaining the position. The HR Manager will meet with the relevant Trade Union full-time Official to try to resolve the matter. Where an agreed resolution cannot be reached, the matter will be referred to the Chief Executive [or nominee] for resolution.

Revised 1 July 2012

.... EDUCATION AND LIBRARY BOARD

Request for Time Off for Trade Union Duties and Activities - Facilities Application Form

PERSONAL DETAILS

Name : _____
Job Title: _____
Section: _____
Staff No: _____
Signature: _____ Date: _____

ORIGIN OF REQUEST

Is your time off at the request of ? (Please tick box)

The Board	<input type="checkbox"/>	Your Union	<input type="checkbox"/>
Your member	<input type="checkbox"/>	Both/All parties	<input type="checkbox"/>
Other (please specify):	<input type="checkbox"/>	_____	

REASON FOR REQUEST FOR TIME OFF

Duty
Activity

Provide details of the reason for request duty or activity _____

Date(s) for time off: _____

Start and end time
(if less than a full day, including travel) _____

Location: _____

Signature: _____

ESTIMATE OF TIME OFF REQUESTED

Date(s) for time off: _____

Start and end time (including travel): _____

Location: _____

Date and time when back at work: _____

Signature: _____ Date: _____

TO BE COMPLETED BY LINE MANAGER

I have considered this application in accordance with the *Agreement on Facilities for Industrial Duties and Trade Union Activities* and the application is:

Approved with:

Pay Without Pay

Any Additional Comments: _____

Signed (line manager): _____

Date: _____

Name (Block letters): _____

Job Title: _____

Location: _____

Telephone Number: _____

Please complete and date this form, return one copy to the employee and forward one copy to Human Resources. If the time off is granted without pay, a copy of the completed form **must** also be sent to Payroll in order that the appropriate deduction can be made. **If there is any doubt concerning applications for time off, line managers must consult with a member of the Human Resources Team.**