

## 6.08 TRADE UNION ARRANGEMENTS

This policy explains how the Northern Ireland Civil Service (NICS) consults and negotiates with its staff through industrial relations.

- It provides an explanation of the Whitley negotiation system for both industrial and non-industrial civil servants.
- The policy lists the trade unions formally recognised by the NICS and explains the individual roles within those unions that are relevant to the NICS.
- It contains guidance on the facilities and support provided to trade unions to assist them in conducting their industrial relations duties and activities including a clear outline of the duties and activities for which paid or unpaid time off is granted.
- This policy replaces all previous Civil Service Circulars (CSCs), Industrial Civil Service Circulars (ICSCs) and management guidance relating to trade union arrangements within the NICS.

The following terms within this policy are defined in the glossary:

[Central Whitley Council](#), [Grievance](#), [Industrial Civil Servants](#), [New entrants](#), [Non-industrial Civil Servants](#), [Probationer](#), [Senior Civil Service](#), [Shift worker](#), [Sickness Absence](#), [Special Leave](#)

**You may also be interested in the following policies:**

[1.06 Secondment Policy](#), [3.08 Special Leave](#) [6.12 Uniform Appeal](#)

This policy is version 1.0

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## **6.08 TRADE UNION ARRANGEMENTS**

### **1.0 INTRODUCTION**

1.1 The general purpose of this chapter is to set out the principles and practices that govern trade union arrangements for both non-industrial and industrial staff in the Northern Ireland Civil Service (NICS).

1.2 The arrangements between NICS and industrial and non-industrial trade unions are agreements. Throughout this Staff Handbook chapter the term “policy” is used. This chapter constitutes an agreement between the NICS and NICS recognised trade unions. The provisions of the agreement may be reviewed at any time at the request of either side.

1.3 NICS non-industrial staff work in all departments. NICS industrial staff are employed in a number of departments including the Northern Ireland Prison Service.

1.4 Employers and unions have a joint responsibility to ensure that agreed arrangements work to mutual advantage to encourage and foster good employment relations. Good communications, consultation and negotiation are central to the management process and assume critical importance when dealing with changes in working practices and procedures, i.e. pay and terms and conditions.

1.5 All parties involved in industrial relations at central, departmental and local level must be courteous and respectful to others when carrying out their duties. Managers will respect trade union freedom and guarantee its effective exercise. Trade Union officials and representatives will represent their members at relevant meetings without either party behaving in a bullying, intimidating or overtly aggressive manner. All parties should expect industrial relations and personal case meetings to be on occasion adversarial and robust, however, failure to uphold the normal standards of conduct will result in meetings or discussions concluding with immediate effect.(see paragraph 21.4).

1.6 This chapter replaces all previous Civil Service Circulars (CSCs), Industrial Civil Service Circulars (ICSCs) and management guidance relating to trade union arrangements within the NICS.

### **2.0 CONSULTATION & NEGOTIATION**

2.1 Consultation and negotiation between management and the recognised unions (see paragraphs 6.4 and 7.4) is central to the formal Whitley procedures. These processes allow management to explain why changes are being proposed. They also provide an opportunity for the unions to be involved in the development of proposals at an early stage and recognise the valuable contribution they can make.

2.2 Consultation is the process by which management and staff, through their trade union representatives, jointly examine and discuss issues of mutual concern. This is with a view to reaching agreement on proposals. It provides an opportunity for management to provide information or to state clearly, the proposal being made and if necessary the rationale behind the proposal. Time should be allowed to the

recognised unions to respond to management following consultation with representatives and/or members of their union. Management will take into account trade union views when reaching a decision. The amount of time afforded for consultation will be dependent on a number of factors, i.e. the complexity of the matter, the degree of change proposed and the urgency of the change.

2.3 Negotiation is the process by which management side and recognised trade unions seek to reach agreement through collective bargaining on issues such as pay and certain terms and conditions of employment. Some of the terms and conditions which are subject to negotiation are set out in the paragraph below. Negotiation is the process used between management side and trade unions to give detailed consideration and present their respective positions in relation to proposals presented by either party, and eventually reach an agreement after discussion. In some instances negotiation may not conclude with agreement between both parties. Where this occurs, registered disagreements (see paragraph 5.1) would be lodged using the Whitley machinery.

2.4 With collective bargaining, both employer and trade union seek to reach agreement. Matters which are subject to negotiation include:

- Pay & Allowances
- Overtime rates
- Subsistence rates
- Travelling/lodging allowances
- Hours of work
- Leave

(This list is not exhaustive)

### **3.0 WHITLEY ARRANGEMENTS**

3.1 The NICS has long established procedures for consulting, negotiating with and informing industrial and non-industrial staff via their trade unions through the formal Whitley structure. This mechanism was established following recommendations made by a Parliamentary Committee (the Whitley Committee).

### **4.0 NON-INDUSTRIAL WHITLEY ARRANGEMENTS**

4.1 Consultation and negotiation takes place at local, departmental and central level as follows:

#### **LOCAL ISSUES**

- There are local issues which are relevant only to a particular office or area of work. Consultation is handled by local managers, and branch trade union representatives, through agreed Local Whitley procedures/constitutions.

#### **DEPARTMENTAL ISSUES**

- Each department should put in place their own Departmental Whitley structure, which conforms to this policy, to consider matters unique to individual departments and their agencies across their business areas. Business areas may also have a Whitley arrangement in place dealing with issues specific to that business area but not beyond.

## **CENTRAL ISSUES**

- These are matters such as pay, pensions, promotion and annual leave, which are relevant across the NICS<sup>1</sup>. Corporate HR, DFP, consults on behalf of NICS Departments and negotiation can take place at 3 levels:
  - > Subject Committees.
  - > Executive Committee
  - > Central Whitley Council.

## **5.0 REGISTERED DISAGREEMENTS**

5.1 Issues lodged as registered disagreements, may only progress to the next higher level if agreement cannot be reached. Registered disagreements can be lodged at Local Whitley level, Departmental Whitley level and at Central Whitley level. Where agreement cannot be reached, it is open to either side to have the matter considered at a higher level. Management Side should, where possible, delay implementing any proposals, until a satisfactory conclusion for both sides has been reached, or until such time as Management Side makes a determination to proceed with its proposal, e.g. due to urgency of changes, or Ministerial direction. In such instances Management Side will consult with the Trade Union Side.

5.2 Where a disagreement occurs at local level this can be raised at the departmental Whitley meeting. The issue(s) will be discussed with departmental Trade Union Side at the departmental Whitley meeting. If agreement is reached, the local Whitley will be advised accordingly. Where agreement cannot be reached at departmental level, the Chairperson of the departmental Whitley will make a decision and advise local managers and local Trade Union Side of their decision which will then conclude the matter. Where the matter relates to the application of an NICS wide provision that matter may be referred to Central Whitley.

5.3 Where a disagreement is raised at Central Whitley Subject Committee, it will proceed through Executive Committee and, if not resolved at that level, to Central Whitley Council where a final decision will be made.

## **6.0 CENTRAL WHITLEY CONSTITUTION (NON-INDUSTRIAL UNIONS)**

6.1 The Whitley Constitution for the non-industrial unions, agreed by Management Side and the recognised trade unions (January 1990), sets out the general objectives and functions of the Central Whitley Council and the arrangements for membership, officers, meetings, publication of proceedings, scope, Committee structures, decisions, finance and amendments to the Constitution<sup>2</sup>.

6.2 Management Side consists of representatives from NICS departments and Public Prosecution Service (PPS), which is a non-ministerial Department. Management Side provides input through formal inter-departmental groups and is represented on the Whitley Sub-Committees.

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<sup>1</sup> Except where these matters have been delegated, e.g. Pay and Allowances for Prison grade staff.

<sup>2</sup> The Whitley Constitution and Committee structure is currently under review but a copy of the extant version of the Constitution is attached at **Annex 1**.

The Trade Union Side comprises:

- a. Northern Ireland Public Service Alliance (NIPSA) Headquarters officials;
- b. Representatives from the NIPSA Civil Service Group Executive Committee, in addition to representatives from FDA and Prison Officers' Association.

6.3 Although a separate Constitution exists for industrial unions (see Paragraph 7.1) there will be, on occasion, a need for joint consultation on matters affecting both non-industrial and industrial trade union members. It is on these occasions that a Joint Central Committee of the NICS trade unions will be convened.

6.4 The non-industrial trade unions recognised by the NICS are:

- Northern Ireland Public Service Alliance (NIPSA)
- FDA
- Prison Officers' Association (POA)

## **7.0 WHITLEY CONSTITUTION (INDUSTRIAL UNIONS)**

7.1 The Whitley Constitution for the industrial unions was agreed by Management Side and the recognised Trade Union Side on 13 March 2014. This Constitution, known as the Central Joint Co-ordinating Council for Northern Ireland Industrial Civil Servants (CJCC), is the negotiating, consultative, promotional and advisory body for the NI Industrial Civil Service. A copy of the CJCC is attached at **Annex 2**.

7.2 Although a separate Constitution exists for non-industrial unions (see Paragraph 6.1) there will be, on occasion, a need for joint consultation on matters affecting both non-industrial and industrial trade union members. It is on these occasions that a Joint Central Committee will be convened.

7.3 The Industrial Whitley System comprises:

- a. consultation with the CJCC; and
- b. separate, similar arrangements at the local level, known as Joint Industrial Councils for industrial staff (JIC) in individual departments and agencies.
- c. The Joint Industrial Council may appoint standing or special committees to include Local Industrial Consultative Committees (LCC) or Sub-Committees as may be considered necessary.

7.4 The industrial unions recognised by the NICS are:

- Unite the Union (Unite)
- GMB (GMB)
- The Union of Construction, Allied Trades and Technicians (UCATT)

## **8.0 PRINCIPLES**

8.1 The following principles form the basis of the Whitley agreement:

- a. The Management Side has a responsibility to ensure that the principles of this chapter are interpreted consistently throughout the NICS. Disagreements on points of principle or requests for clarification as to the intention of this chapter may be referred to Corporate HR within Department of Finance & Personnel.
- b. While it is recognised that there is a need to cater for local circumstances, each department should ensure that their local and departmental Whitley arrangements consistently comply with this policy.
- c. It is desirable for members of recognised trade unions to be adequately represented at all levels.
- d. There should be effective methods of negotiation, consultation and communication at all levels. It is for each department to determine jointly with its departmental Trade Union Side the appropriate machinery for negotiation and consultation, recognising the joint aim of management and the unions to deal effectively with each other.
- e. Trade union representatives and officials have responsibilities to their trade union, Trade Union Side and to the staff they represent.
- f. Accredited trade union representatives and union members have responsibilities to the department in which they are employed.
- g. Both sides have a responsibility for ensuring a well-ordered system of industrial relations and trade union organisation.
- h. The nature and extent of the facilities to be provided for accredited representatives will be decided within the parameters of this Chapter and its annexes.
- i. 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 need to avoid unnecessary cost and maintain the effective discharge of departmental business.
- j. Facilities and facilities time, as detailed in this policy will not be provided for activities consisting of the detailed planning or the specific implementation of a decision to take industrial action or protest meetings.
- k. It is important for all levels of management to know the extent of their authority, and for all accredited trade union representatives to know the extent of their duties under the agreement. The tables of trade union duties and activities are included at Annex 3 for reference.
- l. Both sides have a responsibility to abide by agreements reached, whether centrally, departmentally or locally.
- m. The trade union functions and principles covered by the agreement should be those in which unions and management are jointly involved and not those which are of concern to the unions alone.

## **9.0 NON-INDUSTRIAL UNIONS - TRADE UNION ROLES**

9.1 There are 4 different categories of people who play a role in relation to trade union issues and industrial relations within the NICS:

- Officials directly employed by the trade union;
- Trade union seconded officers;
- Trade union accredited representatives; and
- Trade union members.

## **10.0 OFFICIALS DIRECTLY EMPLOYED BY THE TRADE UNION**

10.1 Officials provide specialist knowledge and expertise to support trade union accredited representatives, shop stewards and trade union members. They are directly employed by the trade union and have overall responsibility for representing their members' interests on departmental and NICS wide issues that include:

- Negotiating/consulting with the NICS e.g. on pay, terms and conditions, pension rights, health and safety and learning and development.
- Representing individuals in a dispute with the NICS e.g. over redeployment/redundancy, inefficiency sickness absence, inefficiency performance, grievances, appeals or disciplinary procedures.
- Working to recruit new union members and to identify and develop new accredited representatives.
- Promoting campaigns, for example, to raise awareness of NICS related matters.
- Attending meetings at central, departmental or local level.

## **11.0 FULL TIME TRADE UNION SECONDED OFFICERS**

11.1 Trade union seconded officers are appointed on a full time secondment basis from the NICS following a selection process by the relevant trade union. Notification of seconded appointments should issue from an official directly employed by the trade union.

11.2 The trade unions aim is to seek staff with ability and the skills required for the benefit of members and their employing department. These secondments may be considered as development opportunities for the individuals, which should provide valuable experience in trade union work and will allow staff to develop new skills and face new challenges that will in turn benefit the employing department.

11.3 The secondment can be for a period of 3 years (confirmed by the trade union after 1 year's satisfactory performance). This initial period can be extended, with the agreement of the relevant Departmental HR, up to an overall maximum of 6 years at the end of which the seconded officer will normally be required to return to take up a post as NICS staff. However, it will be a matter for each department as to whether a further continuation of secondment beyond six years is permissible.

11.4 Departments retain the right at all times to recall staff from secondment before completion of the initial or extended period of secondment. Consultation should take place with the relevant trade union in advance of any changes occurring.



11.5 The employing department is responsible for the cost of the seconded officer and while their time at work is credited to the trade union, seconded officers are governed by the policies in the NICS Staff Handbook and are required to apply for annual leave on the HR Connect Portal, or via alternative methods in accordance with the NICS Annual Leave policy and to comply with the NICS Sickness Absence policy.

## **12.0 TRADE UNION ACCREDITED REPRESENTATIVES**

12.1 A trade union accredited representative is a civil servant who has been duly elected to hold office on the Trade Union Side of a local/departmental Whitley Council, a departmental Whitley Committee at any level, or to a union office within the agreed machinery of negotiation and consultation in a department and at Central Whitley.

12.2 Trade union accredited representatives have a statutory right to reasonable **paid** time off from work to carry out trade union duties and to undertake trade union training. Union learning representatives and Health and Safety representatives have a statutory right to have reasonable **paid** time off during working hours to undertake their duties and to undertake trade union training. Elected Committee members who are not also elected trade union accredited representatives are allowed reasonable time off to attend branch committee meetings. In this context, pay means full normal pay, including average bonus earnings, if applicable. Payment will not, however, be made for absences during overtime periods.

12.3 Accredited representatives seeking time off for trade union business must give local management notice of the intended absence at the earliest possible date with information on the reasons for the absence, without breaching confidentiality. Leave requested for trade union business (as described in Annex 3 Table 1 – List of Trade Union duties) should be accommodated by line management as much as possible therefore the member of staff concerned can reasonably expect to be released subject to the need to maintain the efficient running of their unit.

- It is recognised that, on occasion, an accredited representative may be called upon to undertake trade union duties at short notice and may not be able to submit an application for time off in advance. When these unavoidable circumstances occur, the representative must inform line management verbally of the reason for absence and the likely time required before leaving the workplace. Line managers will in most cases agree with the verbal request subject to the need to maintain the efficient running of their unit. Accredited representatives must submit a formal leave request immediately upon return to the workplace for the full period of absence.
- When an approved period of leave for trade union duties increases due to unforeseen circumstances, accredited representatives must submit a formal leave request immediately upon return to the workplace for the additional period of absence.
- When a previously approved period of leave is not taken, or not taken in full, line managers are required to email HRConnect, with the email headed 'Amendment to previously approved staff member's leave for trade union duties'. This email should provide the name and payroll number of the accredited representative, the period of leave originally approved and the actual time taken or, where the time was not taken, that the leave request should be removed in full.

- If the accredited representative informs the line manager that the reason for an approved absence proved to be a different category of trade union duty then the line manager should follow the procedure above and send an email to HRConnect asking for the recorded reason to be changed.
- Accredited representatives are expected to use the most efficient method at their disposal to conduct trade union business and to make use of available technology (telephone, video conferencing etc) as a means to discuss issues with members when appropriate. The period of leave applied for should include the full period of absence from the workplace therefore, where travel is unavoidable, the absence period for meetings includes travel time.

12.4 It is recognised that the trade unions operating in the NICS play an important role in the effective operation of industrial relations. Therefore line managers should aim to accommodate requests for reasonable time off for agreed trade union duties. However, trade union representatives should be aware that any misuse of facilities time will be regarded as a disciplinary issue and dealt with under the NICS disciplinary policy.

12.5 It is acknowledged that accredited representatives may fulfil several roles, for example that of Branch Secretary, Accredited Representative, Union Learning Representative (ULR), Health and Safety Representative (H&S rep).

12.6 Trade union representatives have a statutory right to reasonable **unpaid** time off work when taking part in trade union activities. This should be applied for in advance as **unpaid special leave**.

12.7 The agreed list of trade union duties and activities for non-industrial (and industrial) accredited representatives/shop stewards is attached at **Annex 3**.

### **13.0 DISPUTES**

13.1 A dispute<sup>3</sup> in relation to time off for union duties or activities under the terms of this Handbook section should be dealt with under chapter 6.12 Uniforms Appeals policy of the NICS Staff Handbook.

### **14.0 APPOINTMENT OF ACCREDITED REPRESENTATIVES**

14.1 The responsibility for notification of election of accredited representatives at local or departmental level will rest with the appropriate departmental trade union seconded officer (Official directly employed by the trade union in respect of a newly appointed Seconded officer). The written notification which should issue immediately following appointment, to the department, should state the name and office/branch of the appointee, the role (or roles) to be held, the date of their commencement and their duration. It is the responsibility of the department to arrange authorisation<sup>4</sup> with HRConnect as quickly as possible so that accredited representatives can apply for leave entitlements for trade union duties and/or activities. This will be completed once DHR has considered the appointment in respect of para 14.2.

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<sup>3</sup> Disputes by NI Prison Service operational staff will be dealt with in accordance with the Prison Officers Professional Code of Conduct

<sup>4</sup> Authorisation of NI Prison Service Trade Union Reps is arranged through COMPASS

14.2 Management and Trade Union sides recognise that it is desirable for accredited representatives to have had practical experience of trade union affairs, and also to be reasonably familiar with the work of the department or area they represent. If probationers are elected to union office, confirmation of accredited representative status will be conditional upon the satisfactory performance of official duties, i.e. after the first probationary report at five months.

14.3 If the accredited representative is no longer a representative of the union, i.e. the individual stands down or moves to another post or is not re-elected, the appropriate departmental trade union seconded officer (Official directly employed by the trade union in respect of a newly appointed Seconded officer) should inform Departmental HR immediately. Departmental HR will arrange, through HRConnect, the cancellation of accredited representative status for the purposes of leave applications.

14.4 Unpaid special leave, when accredited representatives take part in trade union activities that are not listed in Table 1 of annex 3, will not reckon for pension purposes.

14.5 Absence on strike will not count as qualifying service for superannuation, annual leave, probation, or deputising. Nor will it count towards the completion of official hours for overtime calculations (i.e. overtime will not be paid until full conditioned hours for that week have been worked).

## **15.0 TRADE UNION MEMBERS**

15.1 The NICS attaches importance to ensuring effective consultation and negotiation along with the involvement of staff. It is, of course, a personal decision whether or not to join a trade union, but the Civil Service encourages staff to join an appropriate trade union and to play an active part within it, making sure that their views are represented.

15.2 Reasonable requests for time off with pay may be granted to union members for the following reasons:

- a. Attending a conference of a trade union recognised by the NICS, 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 a work related matter to be discussed, or a matter of joint concern to the department and trade union such as the annual pay claim where prior approval has been granted by management.
- d. Attending in a specialist capacity, joint meetings, or meetings of the Trade Union Side, or with full-time seconded officers, accredited representatives, or trade union official in connection with matters of joint concern to the department and trade union.
- e. Attending union meetings at which branches consider and propose motions for annual conferences.

- f. In situations when a representative is required for an external body relevant to employment in the NICS, e.g. Irish Congress of Trade Unions, in particular to comply with Section 75 requirements.

15.3 Where it is necessary for a union to hold a meeting of members for the purposes of b, c or e 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 unions 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 after a meal break. Where management wishes the union to defer such meetings for any reason, the grounds for postponement should be made clear and agreement reached on an alternative time.

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

## **16.0 INDUSTRIAL UNIONS – TRADE UNION ROLES**

16.1 There are three categories of people who play a role in relation to trade union issues within the NICS:

- Officials directly employed by the trade union;
- Branch representatives/Shop stewards; and
- Trade union members.

16.2 The officials directly employed by the industrial trade unions carry out the same role as that of those employed by the non-industrial unions. Similarly shop stewards are elected representatives whose role is similar to an accredited representative in a non-industrial trade union. Additionally the same rights and entitlements apply to trade union members of industrial unions, as to members of the non-industrial unions.

## **17.0 TRADE UNION LEARNING REPRESENTATIVES**

17.1 Union Learning Representatives' (ULRs) role and functions are laid down in the Employment (Northern Ireland) Order 2003. ULRs are trained in advising their members on learning needs and opportunities. They are elected by their trade union from the workforce and have a prominent role in raising the awareness of training and development among members. See **Annex 4** for further details on the role and functions of ULRs and the Union Learning Agreements (as agreed with NICS, NIPSA & FDA).

17.2 The ULR is allowed reasonable time off with pay to carry out relevant duties as listed in Table 1 of Annex 3. Union members who need access to their ULR have the right to do this in work time; this time should be taken as paid special leave.

## **18.0 TRADE UNION (HEALTH &) SAFETY REPRESENTATIVES**

18.1 Proper consultation with staff on health and safety matters can make a significant contribution to creating and maintaining an effective health and safety culture. The effect on staffs' motivation and awareness of the importance of health and safety should be positive with the potential for greater efficiency and a reduction in accidents or incidents of work-related ill health.

18.2 The Safety Representatives and Safety Committees Regulations (NI) 1979 provide for the appointment of safety representatives by recognised trade unions. The Regulations specify the functions of safety representatives and set out the obligations of employers towards them. Regulation 4(2)(a) requires that employers allow union health and safety representatives paid time, as is necessary, during working hours, to perform their functions.

18.3 The NICS trade unions have appointed safety representatives who are entitled to sit on their local/departmental Safety Committees.

18.4 See **Annex 5** for further details on the role and functions of appropriately trained health and safety representatives.

## **19.0 RECORDING OF FACILITY TIME FOR TRADE UNION DUTIES AND ACTIVITIES**

19.1 All industrial and non-industrial trade union accredited representatives/shop stewards are required to record their full time spent on trade union duties (paid) and trade union activities (unpaid) as specified in Annex 3. An electronic recording process is available on HRConnect for those with access to this system.

19.2 Annex 3 sets out what a trade union accredited representative can apply for in respect of paid and unpaid facilities time off. These two lists (of trade union duties and trade union activities) has been negotiated and agreed between NICS management and trade union side representatives.

19.3 Where no access to the HRConnect portal is available, current mechanisms for reporting of facilities time off should continue. Departments should ensure the records of time off for trade union duties and activities (in accordance with tables 1 and 2 of Annex 3) are comparable with the reporting mechanism for trade union duties within the HRConnect portal.

## **20.0 INDUSTRIAL ACTION<sup>5</sup>**

20.1 It is expected that effective operation of the trade union arrangements will mean that agreement can be reached between Management and Trade Union Side and industrial action avoided. Facilities time will not be permitted for activities consisting of the detailed planning or the specific implementation of a decision to take industrial action or protest meetings.

## **21.0 STAFF MANAGEMENT CONSIDERATIONS**

21.1 Recognition of trade union duties: Management should apply the normal procedures for staff reporting, appraisal and career development for accredited representatives. Trade union duties and/or activities must not be included in their Personal Performance Agreement.

21.2 Should an accredited representative wish to have their trade union duties recorded on their official staff record, they may do so by completing a 'Trade union

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<sup>5</sup> Under section 127 of the Criminal Justice and Public Order Act 1994, it is unlawful for Prison Officers to take industrial action.

accredited representative's recognition of trade union duties' form which can be located on the HRConnect Portal. This form must be completed and returned to HRConnect by the relevant Departmental Seconded Officer only.

21.3 In all cases the normal principles governing promotion should apply and accredited representatives and seconded officers should be treated neither more nor less favourably than other staff.

21.4 NICS HR policies: The normal HR policies as contained in the NICS handbook will apply to all trade unions members, representatives and seconded officers. Although normal disciplinary standards apply to civil servants who are trade union accredited representatives, no disciplinary penalty should be imposed on an accredited representative until the circumstances of the case have been discussed with an official directly employed by the trade union. Where a disciplinary investigation is to be initiated an official directly employed by the trade union will be advised in advance. Consultation is not necessary over informal action regarding disciplinary offences. Care should be taken that a disciplinary penalty is not seen as an attack on the union's functions.

21.5 Shift Workers: 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. These shifts 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 Annex 3. This will not result in an overtime allowance payable to the accredited representative. Part-time staff who undertake trade union duties during time when they would have been paid if they were full time, should be allowed to re-arrange their attendance appropriately (e.g. if someone who works mornings only, unavoidably has to conduct trade union duties in the afternoon).

## **22.0 TRAINING**

22.1 Subject to approval of the training by an official employed directly by a trade union, accredited representatives are permitted reasonable paid time off to undergo training and courses directly relevant to their duties. Details can be found in **Annex 3** (Table 1 point 4)

22.2 This training must relate to responsibilities an accredited representative has now, or be in preparation for a role that a representative is due to undertake. This also includes training in relation to becoming a trade union accredited representative.

## **23.0 OFFICE ACCOMMODATION**

23.1 Every effort should be made to allocate a room or office space to Trade Union Side or union accredited representatives for their exclusive use. Where no room or office space is available, departments should allow the private use of a meeting room, for example for interviews. Rooms will be allocated on the understanding that they may be reallocated if required for overriding official purposes.

23.2 In multi-occupancy buildings it may be necessary and appropriate for the trade union accredited representatives to share accommodation, after consultation with all parties.

23.3 While departments are encouraged to provide rooms for Trade Union Side or union meetings wherever possible it is acknowledged that this may not always be possible.

## **24.0 FURNITURE**

24.1 The Trade Union Side and each union should be provided with suitable furniture as necessary, for example, a desk with a lockable pedestal drawer or a lockable cabinet.

## **25.0 NOTICE BOARDS**

25.1 The local branch of any recognised union may have notice board facilities on official premises, if available. Departments will provide boards, or space on shared boards, without charge.

25.2 The position of notice boards should normally be confined to those parts of official premises, which are not ordinarily accessible to the general public. The positioning and number of boards is a matter for local discussion and agreement.

25.3 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 department.

25.4 Management may challenge the propriety of any notice exhibited by a union and, on giving reasons to be confirmed subsequently in writing, secure its immediate withdrawal. The union concerned may make representations to management about the reinstatement of the notice.

## **26.0 OFFICE SERVICES**

26.1 Accredited representatives of Trade Union Side or unions requiring access to a telephone should be allowed the use of an official telephone with reasonable privacy. Trade Union Side should not use NICS telephone systems for any purpose related to possible or future trade union activities as stated at Annex 3 Table 2 – List of Trade Union Activities.

26.2 Correspondence between trade unions and their members may be issued through the internal distribution system and by the internal e-mail system subject to the provisions of the guide to IT security document <http://online.nigov.net/guide-to-it-security-2014.pdf>. Material despatched through the post must not be enclosed in official envelopes and must bear the appropriate postal charge. Trade Union Side should not use the internal distribution system or the internal e-mail system for any purpose related to possible or future trade union activities as stated at Annex 3 Table 2 – List of Trade Union Activities.

26.3 The completion of petitions by either trade union accredited representatives or trade union members using NICS on-line facilities to support any trade union campaign not relevant to the NICS will not be permitted.

26.4 Trade Union Side may be allowed the use of photocopying and printing facilities, for essential work in respect of their representational duties, provided that this does not interfere with official work. Trade Union Side should not use printing or photocopying facilities for any purpose related to current, potential or future trade union activities as stated at Annex 3 Table 2 – List of Trade Union Activities.

## **27.0 ACCESS TO DOCUMENTS**

27.1 Trade Union Side and accredited representatives should have access to documents which set out the rules relating to pay, conditions and such other matters affecting employees. The employing department should supply these documents to departmental Trade Union Side automatically and arrangements in respect of accredited representatives should be decided departmentally.

## **28.0 STAFF JOINING AND LEAVING DEPARTMENTS**

28.1 Departments should allow recruitment of new members on official premises. Arrangements for this will be agreed locally.

28.2 Departments will normally arrange to provide the names of new entrants, those resigning and transferred staff to the Branch Secretary, or to the departmental Trade Union seconded officer. Normally this information should be provided to the appropriate union seconded officer, unless the trade union requests it to be provided at a different level.

28.3 At the request of a Branch Secretary or equivalent, departments will normally allow an accredited representative of the appropriate recognised trade union to meet with new entrants to inform them about the role of the union.



**CONSTITUTION OF THE NORTHERN IRELAND**

**CENTRAL WHITLEY COUNCIL**

**FOR NON-INDUSTRIAL CIVIL SERVANTS**

**Membership**

1. The Council shall consist of not more than 32 members of whom not more than 16 shall be appointed by Northern Ireland Departments (the Management Side) and not more than 16 by Trade Unions (the Trade Union Side).
2. Members of the Management Side of the Council shall be senior civil servants.
3. The Trade Union Side shall consist of persons who may or may not be civil servants and shall be appointed jointly by

the Northern Ireland Civil Service Association;

the Civil Service Professional Officers' Association;

the Northern Ireland Branch of the Prison Officers' Association;

the First Division Association;

and any other Trade Union approved by the Department of Finance and Personnel.

To be approved by the Department of Finance and Personnel a Trade Union must satisfy the Department that it represents a substantial body of Northern Ireland civil servants and has a substantial membership in each category for which it claims to speak.

No Trade Union shall be, or remain, eligible for representation on the Trade Union Side if it is not, or ceases to be, approved by the Department of Finance and Personnel.

4. It shall be open to the authorities representing the respective Sides of the Council to vary their representatives, and to appoint deputies who may act for those representatives in their absence. Casual vacancies on the Council shall be filled by the authority concerned.

**Officers**

5. The Chairman of the Council shall be a member of the Management Side, and the Vice-Chairman shall be a member of the Trade Union Side, of the Council.
6. Each Side of the Council shall appoint one of its members to act as a Secretary.

**Meetings, etc**

7. Meetings of the Council shall be held as considered necessary by the Chairman and Vice-Chairman, provided that at least one meeting is held in each calendar year. They shall be arranged by the secretaries of the 2 Sides in consultation with the Chairman and Vice-Chairman.
8. An agenda, to be agreed between the Secretaries of the 2 Sides in consultation with the Chairman and Vice-Chairman of the Council shall be circulated to all members not less than 7 days before a meeting of the Council. Business not on the agenda shall only be taken by permission of the Chairman and Vice-Chairman.
9. The quorum shall be 5 members on each Side of the Council.
10. The Council shall draw up such standing orders and rules for the conduct of its business as it may deem necessary.
11. The Council shall keep minutes of its proceedings.

#### **Publication of Proceedings**

12. Only statements issued under the authority of the Council shall be published, and such statements shall be as full and informative as possible.

#### **Objectives and Functions**

13. The objectives of the Council shall be to ensure the greatest measure of co-operation between the State, in its capacity as employer, and the general body of civil servants in matters affecting the Civil Service, with a view to increased efficiency on the public service combined with the well-being of those employed; to provide machinery for dealing with grievances; and generally to bring together the experience and different points of view of representatives of non-industrial civil servants.
14. The functions of the Council shall include the following:-
  - i. Provision of the best means for using the ideas and experience of the staff.
  - ii. Consideration of means for securing for the staff a greater share in the responsibility for the determination and observance of the conditions under which their duties are carried out.
  - iii. Determination of the general principles governing conditions of service, eg remuneration, recruitment, hours, leave, grading, promotion, discipline, tenure and superannuation.
  - iv. Encouragement of the further education of civil servants and their training in higher administration and organisation.
  - v. Improvement of office machinery and organisation and the provision of opportunities for the full consideration of suggestions by the staff on this subject.
  - vi. Proposed legislation so far as it has a bearing upon the position of civil servants in relation to their employment.

#### **Scope**

15. The scope of the Council shall comprise all matters which affect the conditions of service of officers on fixed salaries, or on salary scales having maxima, below the maximum of the Assistant Secretary

scale for the time being. A matter which affects the conditions of service of officers outside the scope of the Council may be referred to the Council by the Chairman after consultation with the Head of the Service. Reference in this Constitution to the Civil Service or to civil servants shall be deemed to include reference to the service or servants of the Northern Ireland Assembly.

#### **Committees**

16. The Council may establish Committees, and may refer any question for enquiry and report to any Committee so appointed. Representatives of each Side of the Council (not necessarily being members of the Council or of the Civil Service) may be appointed to serve on such Committees by the respective Sides.

#### **Decisions**

17. The decision of the Council shall be arrived at by agreement between the  
2 Sides, shall be signed by the Chairman and Vice-Chairman, or in the absence of either by another member authorised by the Side concerned, and shall then be referred to the appropriate Department for the necessary executive action.

#### **Finance**

18. Each Side of the Council shall be responsible for its own expenses. The common expenses shall be defrayed in equal proportions by Northern Ireland Departments and the Trade Unions.

#### **Amendments of the Constitution**

19. The Constitution of the Council may be amended at any meeting of the Council provided that it has not been amended during the preceding 12 months. Any proposed amendment of the Constitution must be circulated to the members of the Council at least one month before the meeting at which it is to be considered.

**signed: J L Semple**

**J McCusker**

**18 January 1990**

**CONSTITUTION OF CENTRAL JOINT CO-ORDINATING COUNCIL FOR  
NORTHERN IRELAND INDUSTRIAL CIVIL SERVANTS**

**TITLE**

1. The Council shall be known as the Central Joint Co-ordinating Council for Northern Ireland Industrial Civil Servants (CJCC).

**SCOPE**

2. The scope of the Council shall extend to all employees of the Northern Ireland Industrial Civil Service.

**FUNCTIONS**

3. The Council shall be a negotiating, consultative, promotional and advisory body. Its functions shall be:
  - a. to enter into agreements on conditions of service affecting the Northern Ireland Industrial Civil Service as a whole with the intention and object of achieving the maximum degree of harmonisation in conditions of employment of industrial workers and between industrial and non-industrial workers; such agreements to include the strategic policies and principles governing remuneration, recruitment, redundancy, hours, leave, discipline, tenure, superannuation and all other matters of common application in the Industrial Civil Service;
  - b. to promote the development of good industrial relations at all levels in the Northern Ireland Industrial Civil Service;
  - c. to advise management and unions of matters likely to affect the orderly conduct of industrial relations by striving to secure the greatest possible measure of joint consultation and co-operation at central, departmental and local level in matters affecting the employment of industrial workers with the object of increasing efficiency in the public service combined with the well-being of those employed.

In exercising its functions the Council shall have due regard to the operation of Departmental and Agency JICs. It shall only become involved in the affairs of these bodies if and when disagreement has been registered at JIC level on the interpretation of CJCC agreements or on questions of policy or principle affecting more than one Department or Agency. In such cases a written request must be submitted by either side, or both sides, to the Council stating fully the nature of the question at issue. Departmental/Agency JICs shall not vary the policies or principles laid down in agreements by the CJCC.

## **MEMBERSHIP**

4. The Council shall consist of not more than 12 members nominated by management, and not more than 12 members nominated by the unions recognised by the NICS for negotiating purposes in relation to NICS industrial staff.
5. It shall be open to the authorities represented on the Council to vary their representatives, and to appoint deputies to act for members in their absence. Casual vacancies on the Council shall be filled by the authority concerned.
6. The Council may agree to the attendance at any of its meetings, of persons who are not members of the Council, to provide specialist advice or information.

## **OFFICERS**

7. The Chairman of the Council shall be an officer of the Department of Finance and Personnel and the Vice-Chairman shall be a member of the Trade Union Side.
8. Each side of the Council shall appoint an officer to act as a Secretary.

## **MEETINGS**

9. Meetings of the Council shall be held as necessary but at least quarterly. Meetings may be withdrawn by the agreement of both sides.
10. An agenda, to be prepared in consultation between the Chairman and Vice-Chairman, shall be circulated to members not less than 7 working days before the meeting of the Council. Business not on the agenda shall be taken only by permission of the Chairman and Vice-Chairman.
11. The Council shall keep minutes of its proceedings. The minutes shall be prepared by the management side secretary, and forwarded to the trade union side secretary for consideration within 14 working days of the meeting. The minutes shall be formally tabled for agreement at the next meeting of the Council.

## **SUB-COMMITTEES AND WORKING PARTIES**

12. The Council may appoint Sub-Committees or Working Parties to investigate matters falling within its functions. The decision of any Sub-Committee or Working Party shall require the approval of the Council unless power to decide has been formally delegated to the Sub-Committee or Working Party by the Council.

## AMENDMENT OF CONSTITUTION

13. The Constitution may be amended by the Council provided that notice of the terms of the proposed amendment has been circulated to each member of the Council at least 30 days earlier.

## DECISIONS

14. Decisions of the Council shall normally be reached by the consensus of both sides.

## DISAGREEMENTS

15. Where the Council fails to reach a decision by consensus, and formal disagreement has been registered, it will be open to either side, or both sides by agreement, to refer the dispute to the Labour Relations Agency for conciliation or reference to an agreed arbitrator. Such reference is without prejudice to the right of the government to take such action, subject only to the overriding authority of Parliament, as may in the public interest be required at any time.

Signed on behalf of the  
Management Side of the  
Central Joint Co-ordinating  
Council



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Date: 13 March 2014

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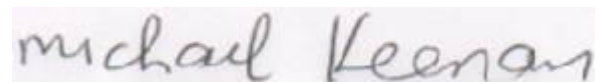
Signed on behalf of the Trade Union  
Side of the Central Joint Co-ordinating  
Council



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Date: 13<sup>th</sup> March 2014

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Date: 13<sup>th</sup> March 2014

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Date: 18 March 2014

**Table 1 - List of Trade Union duties**

<p><b>1. Negotiation</b>  <b>/Consultation duties</b>  This involves meeting with management side and includes planning and preparing for such consultations, or negotiations, informing members of progress and explaining outcomes to members.</p> <p><u>Online application: Drop down reason (iv), (vi), (viii) or (ix)</u></p>	<p>Negotiating duties include:</p> <ol style="list-style-type: none"> <li>i. Attending joint meetings between the Trade Union Side or unions and management. This includes Central, Departmental and Section meetings and other matters that fall within the NICS remit such as the Pensions Forum;</li> <li>ii. Consulting or negotiating with the appropriate level of management on matters of joint concern e.g. conditions of service;</li> <li>iii. Preparing for joint meetings, including considering papers and proposals for consultation and negotiation;</li> <li>iv. Consulting and informing members through the normal channels of communication and exceptionally through meetings called because of the urgency of the matter to be discussed;</li> <li>v. Meeting with other accredited representatives or full-time union officers or members to consider matters of joint concern to Management and Trade Union Sides;</li> <li>vi. Attending meetings of the TUS or union representatives prior to or after a joint meeting to consider matters relating to that meeting; and</li> <li>vii. Voting in union elections.</li> </ol> <p>Negotiations must be concerned with one of the items below:</p> <ol style="list-style-type: none"> <li>(a) <u>Terms and conditions of employment or the physical conditions in which workers are required to work.</u> Examples include: pay; hours of work; holidays and holiday pay; sick pay arrangements; pensions; learning and training needs; equal opportunities; notice periods; the working environment; operation of digital equipment and other machinery; TUPE.</li> <li>(b) <u>Engagement or non-engagement, or termination or suspension of employment or the duties of employment, of one or more workers.</u> Examples include: recruitment and</li> </ol>
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selection policies; human resource planning; redundancy and dismissal arrangements.

- (c) Allocation of work or the duties of employment as between workers or groups of workers. Examples include: job grading; job evaluation; job descriptions; flexible working practices; work/life balance.
- (d) Matters of discipline. Examples include: disciplinary procedures; arrangements for representing trade union members at internal formal interviews; arrangements for appearing on behalf of trade union members, or as witnesses, before agreed outside appeal bodies or industrial tribunals; conducting interviews with and on behalf of members on grievance, discipline, inefficiency, appeals and Dignity at Work matters concerning them and the Department.
- (e) Trade union membership or non-membership. Examples include: representational arrangements; any union involvement in the induction of new workers; explanations to groups of new employees of the role of the union in the NI Civil Service as an employer.
- (f) Facilities for representatives of trade unions. Facility time will be granted to cover any activity associated with the internal communication and administration with trade union members in respect of NICS business e.g. provision of information/literature, maintenance of notice boards etc.
- (g) Machinery for negotiation or consultation and other procedures. Examples include developing arrangements for: collective bargaining; grievance procedures; joint consultation; communicating with members; communicating with other union representatives also concerned with collective bargaining with the Department.



	(h) <u>Receipt of information and consultation related to the handling of collective redundancies.</u>
<b>2. Disciplinary, Grievance, Appeal and Dignity at Work hearings</b>  <u>Online application: Drop down reason (vii)</u>	<p>Wherever a trade union member is required to attend a disciplinary, grievance, appeal or Dignity at Work hearing, they have a right to be accompanied by a companion of their choice i.e. a work colleague or trade union representative certified by the relevant union as having the appropriate training or experience.</p> <p>The union representative must receive paid time off for the reasonable time they spend on the case.</p>
<b>3. Appeal Boards</b>  <u>Online application: Drop down reason (vii)</u>	<p>Reasonable time off will be given for:</p> <ul style="list-style-type: none"> <li>i. Preparing for and appearing on behalf of members before the NI Civil Service Appeal Board or a Medical Appeal Board (or similar Departmental board);</li> <li>ii. Preparing for and appearing as witnesses, only in relation to giving evidence relating to their Trade Union role, before the NI Civil Service Appeal Board or a Medical Appeal Board (or similar Departmental board).</li> </ul>
<b>4. Training for Accredited Representatives</b>  <u>Online application: Drop down reason (x), (xi) or (xii)</u>	<p>Subject to approval of the training by the full time Trade Union Official for that Department, Union representatives are permitted reasonable paid time off to undergo training and courses directly relevant to their duties in relation to:</p> <ul style="list-style-type: none"> <li>i. Industrial relations;</li> <li>ii. Their Learning Representative role;</li> <li>iii. Their Health and Safety Representative role.</li> </ul> <p>This training must relate to responsibilities a representative has now or be in preparation for a role that a representative is due to undertake. This also includes training in relation to becoming a Trade Union representative.</p>

<p><b>5. Union learning needs</b></p> <p><u>Online application: Drop down reason (xiii)</u></p>	<p>Reasonable paid time off is allowed to union learning representatives for the following duties:</p> <ol style="list-style-type: none"> <li>i. Analysing and arranging learning or training needs;</li> <li>ii. Providing information and advice about learning or training matters;</li> <li>iii. Promoting the value of learning or training;</li> <li>iv. Consulting the Department about carrying on any such activities; and</li> <li>v. Preparing to carry out any of the above activities.</li> </ol> <p>Union Learning representatives should liaise with the Department to ensure that their training activities do not duplicate that provided by their Department or CAL.</p>
<p><b>6. Health and safety representation</b></p> <p><u>Online application: Drop down reason (iii)</u></p>	<p>Health and safety representatives are permitted reasonable paid time off to perform their duties which include:</p> <ol style="list-style-type: none"> <li>i. Investigating potential hazards and dangerous occurrences at the workplace, complaints by an employee relating to health, safety and welfare at work, and examining causes of workplace accidents;</li> <li>ii. Making representations to the Department on the above investigations, and on general matters affecting the health and safety of the employees they represent;</li> <li>iii. Inspecting the workplace;</li> <li>iv. Representing employees in dealings with health and safety inspectors;</li> <li>v. Receiving certain information from inspectors;</li> <li>vi. Attending health and safety committee meetings.</li> </ol>

<p><b>7. General union meetings</b></p> <p><u>Online application: Drop down reason (i) or (v)</u></p>	<p>Trade Union Representatives are allowed reasonable time off to:</p> <ul style="list-style-type: none"><li>i Attend annual conference;</li><li>ii Attend meetings of the constituent bodies of the Trade Unions e.g. Executive Committees, General Council and their sub-committees;</li><li>iii Attend inter-union meetings such as ICTU regarding matters where general principles/policies may ultimately have a bearing on the NICS,</li></ul>
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**Table 2 - List of Trade Union activities (unpaid time off unless given an express exception from CHR via DHR)**

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

<p><b>1. Union facing activities concerning the running or administration of the union.</b></p> <p><u>Unpaid special leave.</u></p>	<p>Trade Union representatives should be permitted reasonable time off during working</p> <ul style="list-style-type: none"> <li>i. hours to take part in any trade union activity even if they constitute non-NICS business. However, this time off is unpaid and covers the following activities <b><u>when not related to NICS business</u></b> Attending non- NICS business meetings;</li> <li>ii. Undertaking activities associated with the production of written literature and websites e.g. circulars and magazines, or setting up and maintaining websites;</li> <li>iii. Circulating literature to members, including maintaining notice boards;</li> <li>iv. Dealing with internal administration of the union e.g. answering internal union correspondence, dealing with financial matters, responding to internal surveys;</li> <li>v. Dealing with communications between branches, groups or other unions.</li> </ul>
<p><b>2. Dealing with outside official bodies</b></p> <p><u>Unpaid special leave</u></p>	<p>Reasonable unpaid time off will be given for:</p> <ul style="list-style-type: none"> <li>i. Preparing for and appearing on behalf of members before an outside official body e.g. an industrial tribunal dealing with an industrial relations matter concerning the NI Civil Service as an employer;</li> <li>ii. Preparing for and appearing as witnesses, only in relation to giving evidence relating to their Trade Union role, before an outside official body e.g. an industrial tribunal dealing with an industrial relations matter concerning the NI Civil Service as an employer.</li> </ul>

**UNION LEARNING REPRESENTATIVES**

The role and functions Union Learning Representatives' (ULRs) are laid down in the Employment (Northern Ireland) Order 2003 as follows:

- 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; and
- e.** consulting the employer about carrying out these activities.

The ULR is allowed 'reasonable' time off with pay to carry out duties and to train for such activities provided that:

- a.** they are members of an independent trade union;
- b.** they are in workplaces where the union is recognised by the employer for collective bargaining purposes.

The union must give notice in writing to the employer of the name of the appointed ULR. The ULR needs to be sufficiently trained to carry out his/her duties either at the time of the notice or, in normal work situations, within 6 months of that date. The union and/or the ULR should inform the employer of the training that has been or is to be undertaken.

Union members who need access to their ULR have the right to do this in work time, but the employer does not have to pay them.

There shall be no fixed time for the ULR to carry out their duties, but they should consider the following before seeking time off:

- a.** the number of staff available in the business area;
- b.** the production process involved in the business area;
- c.** the need to maintain services to customers; and
- d.** the need for safety and security at all times.

## **LEARNING AGREEMENT TEMPLATE BETWEEN THE NICS, NIPSA AND FDA**

### Joint statement on learning

#### **The importance of learning in the civil and public services**

The Northern Ireland Civil Service (NICS) and NIPSA and FDA welcome the Northern Ireland Executive's commitment to investing in the skills development of individuals across Northern Ireland, including its own employees, as articulated in the Northern Ireland Skills Strategy.

The NICS aims to demonstrate its employer commitment to the Northern Ireland Skills Strategy as well as to the UK-wide Skills Strategy for Government "Building Professional Skills for Government" by taking a strategic and structured approach to developing the competences of its staff within allocated budgets.

The NICS, NIPSA and FDA, recognise the key role that Government Skills, the Sector Skills Council for Central Government, can play in supporting implementation of the Building Professional Skills for Government skills strategy across the Service. The NICS strategic intent is set out in The NICS People Strategy 2009-2011 and subsequent departmental HR strategies.

This Learning Agreement sets out how we will work together to ensure that employees have the skills they need for their current role and for the future. The agreement recognises that all employees should have access to the services of a Union Learning Representative (ULR) and aims to maximise the benefits that can be achieved with the resources allocated to Union Learning.

We recognise the important contribution ULRs can make towards increasing employee engagement in learning and developing a workplace learning culture to help departments and agencies meet their objectives and deliver improved services to the people of Northern Ireland. The commitment to develop NICS staff is evidenced through the continuing recognition of the liP standard.

We will cooperate in implementing government policy on lifelong learning and continuous professional development and recognise that ULRs are an essential part of fulfilling this policy. The details which follow outline how we will work together to achieve this.

#### **The importance of learning to the employer, the union and the individual**

We recognise the benefits for the NICS, the individual and the union that come from lifelong learning. We are committed to working together to promote and support such learning and to ensure fair and equal access to learning opportunities inside and outside the workplace.

We will encourage staff to take up learning activities and share responsibility for developing and maintaining a learning culture within the organisation and

will work to build upon departmental and Executive learning initiatives. The NICS recognises that ULRs are pivotal in developing the learning culture in the workplace.

This is a partnership approach and this agreement affirms our commitment to work together to deliver learning and development for the benefit of Northern Ireland, our employees and the people of Northern Ireland.

We undertake to review this agreement no later than 12 months after it is signed.

**Separate agreements with the NICS signed by NIPSA & FDA**

**The template above reflects the Union Learning Agreements signed by all parties in 2010.**

## 1. Responsibilities

### **The employer's responsibilities**

The NICS is responsible for ensuring that staff are provided with the necessary learning and development opportunities to support the organisation's business delivery objectives. The need and support for such training and learning will be identified through the Performance Management process, the Corporate Training Priorities assessment and training commissioning process, as well as through skills audits and other procedures which will assist in identification of development needs.

The NICS recognises its responsibility to encourage, support and facilitate lifelong learning that will in the long term benefit the organisation as well as the individual.

Managers have a key responsibility for the training and development of the staff reporting to them and the NICS will ensure that managers are made aware of this responsibility, the role of the learning representative and of the provisions of this Learning Agreement.

### **Union responsibilities**

NIPSA and FDA have a particular interest in the lifelong learning agenda and the longer-term personal development of staff, and will:

- Develop and support a network of ULRs, within the individual union organisation structure, fulfilling their legal requirements on the appointment and training of ULRs (see below) and ensure that these representatives are fully supported.
- Ensure that the work of ULRs will be complementary to the work of the NICS training and development function and will seek to avoid any duplication or confusion of roles.

### **Joint responsibilities**

Under this agreement the NICS, NIPSA and FDA will work together to encourage and support learning, especially lifelong learning, learning that is not necessarily related to immediate business objectives, learning for personal fulfilment and in retirement, in accordance with other relevant policies such as Assistance to Study – Adult Further Education. ULRs have a key role in helping members identify these learning needs.

This joint working will be put into effect largely through NIPSA and FDA developing a network of ULRs and through the arrangements made for consultation and agreement on learning and development.



Effective working relationships with the Corporate and Departmental Human Resources, Training Commissioners and the Centre for Applied Learning will be essential to ensure that joint working arrangements are successful and there is no unnecessary duplication of responsibilities.

It is essential that there is clarity about the role of the ULR and to ensure that it is complementary to the role of the training and development function.

## 2. Scope of the agreement

### **Coverage**

This agreement covers all employees of the organisation. Nothing in this agreement shall augment or detract from the rights of ULRs under the Employment Rights Order 1996 (as amended) or the Facility Time arrangements

Nor does this agreement prevent NIPSA or FDA from seeking remedy through agreed disagreement procedures or ultimately an Industrial Tribunal application where it is believed that the NICS is in breach of its statutory duty under the above Order.

### **Relationship to existing agreements and procedures**

The NICS undertakes to ensure that this agreement will not be used as an alternative to collective bargaining with NIPSA and FDA and agrees to maintain and use existing negotiating procedures and arrangements other than those specified in this agreement.

The NICS, NIPSA and FDA agree that any learning needs analysis carried out by ULRs with individual members of staff are intended for learning and developmental purposes. The analysis will not be used in any way in relation to other issues such as pay, performance appraisal, redundancy, disciplinary procedures etc.

### **Union structures on learning**

The NICS recognises not only the role of the ULR but also that their work takes place within effective and appropriate NIPSA and FDA Branch structures.

### **Changes to the agreement**

Any changes to this agreement that are deemed necessary may be made through the normal joint consultative arrangements that exist between the NICS, NIPSA and FDA. This agreement will be reviewed 1 year after it is signed and then at least every 3 years.

A minimum of three months notice will be given for proposed changes to this agreement, unless both parties agree to a lesser notice period. Agreed changes will be implemented within five months of original notification unless both parties agree to an extension.

### 3. Consultation on learning

NIPSA, FDA and the NICS will agree clear arrangements for consultation and negotiation on learning which will involve existing arrangements or the creation of a Joint Learning Committee or Forum where parties can discuss learning issues of common concern – for example the planning and promotion of activities for “Learning at Work Day” or access to training courses.

The NICS, NIPSA and FDA will use their own methods of evaluating respective learning activities. In addition there may be a need for local steering groups or joint committees to deal with particular projects. These developments will be reported within the CWC structures (i.e. Selection and development sub-Committee).

### 4. Role of Union Learning Representatives

The NICS recognises the value of ULRs in encouraging and supporting learning and in creating a learning culture within the organisation.

#### **Functions of a union learning representative**

The NICS recognises and supports the role and functions of ULRs as:

- analysing learning or training needs
- providing information or advice about learning or training matters
- arranging learning or training
- promoting the value of learning or training
- consulting the employer about carrying out such activities
- preparation to carry out any of the above activities
- undergoing relevant training.
- Engaging around Professional Skills for Government and Continuous Professional Development

In addition ULRs will be required to provide information and statistics to NIPSA and FDA on a quarterly basis for the purpose of collating and identifying centrally, learning needs and key themes and trends of ULR work and future ULR development needs. They will also need to work effectively with the NICS human resource and training functions.

From time to time, ULRs may need to carry out other union functions; in cases where these functions are local, this will normally be a matter for discussion between local management and local representatives; in the case of departmental or agency, discussions will be at that level and where there is a corporate impact, discussion will be between central representatives and Corporate Human Resources.

## **5. Facilities for learning representatives**

### **Time off with pay for union learning representatives**

In accordance with the Employment Rights Order 1996 (as amended by the Employment (Northern Ireland) Order 2003) (The Act), the NICS will give reasonable time off with pay to ULRs to perform their role and functions, provided that the union has given notice in writing, through the relevant Departmental Human Resources, that the employee is a ULR and that the training conditions, as set out below will be/have been met.

Any such time off is additional to the Facility Time arrangements for time off with pay for other union duties or other union positions held. Paid time off does not include time that the employee would not otherwise have been at work.

There is no statutory limitation on time spent by ULRs, and if refused reasonable time off, an individual ULR may seek recourse through the agreed procedures or ultimately to an Industrial Tribunal. It is intended that all parties will approach this issue within the spirit of this agreement and in order to avoid the necessity for such action, the NICS, NIPSA and FDA agree the following principles for time off for ULRs:

- All employees should have access to the services of a ULR. ULRs should be workplace based, with due regard to staff numbers, staff location and working patterns.
- The number and location of ULRs should be based on maximising accessibility and avoiding the need for staff and/or ULRs to be involved in significant amounts of travel. Precise numbers will reflect the size, location and working arrangements of the employing body and the unions' organisational requirements.
- ULRs work at different levels and the time off they require will reflect their responsibility and the volume of work.
- There may be a minimum time requirement for ULRs to carry out their core ULR duties – such as signposting and administrative work.
- ULRs will require time over and above this for specific projects, activities or events. This will vary from ULR to ULR and will vary over time - e.g. 'Learning at Work' events, liP initiatives etc.

### **Management of time off for Union Learning Representatives**

ULRs will seek to give management as much notice as possible of intended time off on learning activities. To facilitate this, ULRs should consider planning regular activities.

### **Performance Management for Union Learning Representatives**

The activities of the ULR are managed by the union who are responsible for ensuring that:

- The necessary training is provided
- They are properly accredited
- They are using no more than the agreed time available to them

- They are fulfilling their agreed role
- They are maintaining the quality of their performance

The union and the ULR's line manager will ensure that ULR activities and outcomes are reflected within the Performance Management system and in any development planning discussions between the line manager and the ULR.

The NICS line manager retains responsibility for Performance Management and will consult with the nominated union official.

### **Other facilities**

The employer will provide ULRs with the necessary accommodation and equipment/facilities to perform their duties. This will include:

- access to a telephone, desk and PC
- access to internal and external e-mail
- access to the NICS intranet and the internet
- secure filing facilities
- use of a notice board
- access to a room for private discussions with staff
- access to such other facilities as may be available to assist the work.

### **Number of union learning representatives**

The number of ULRs will reflect the principle that every member of staff, whether a union member or not, should have access to the services of a ULR.

Appointment of ULRs should be made with due regard to organisational needs and employee numbers.

Therefore larger offices or sites, or staff on various working patterns, may require more ULRs.

### **Training of union learning representatives**

NIPSA and FDA will ensure that ULRs are sufficiently trained to qualify for time off in line with the requirements of the Act. Such training must be completed within 6 months of their appointment although this may be extended if there are extenuating circumstances. NIPSA and FDA and the ULRs will decide what training (in accordance with any statutory requirement) is required and will organise such training. The training programme may include follow-up and continuing development opportunities.

ULRs will be granted reasonable time off with pay to undertake the initial training and relevant follow on training in relation to specific aspects of their role.

NIPSA and FDA will give general information about the training to NICS Corporate HR. The ULR should give their manager information about the training and development that they are undertaking as part of being a ULR so that it can be reflected in the PDP.

The need for training will vary with the responsibilities, activities and projects of each ULR, the learning needs of the staff, and the circumstances of the workplace.

### **Learning Co-ordinators**

Support will be given to the development of a network of union learning co-ordinators or learning champions. In larger departments and agencies there will be a more apparent need for such coordination.

The main aspects of the role will be, inter alia, to co-ordinate/support the work of ULRs, liaise with the employer on learning and ensure that the work of the ULRs is in accordance with the wider work of the union as determined by its conference policies and Constitution. These co-ordinators will require paid time off for training and to fulfil these duties and this will be facilitated under the existing Facility Time arrangements

Where these co-ordinators hold the role of ULR they will in addition require time off with pay for these duties in accordance with previous paragraphs.

The total amount of time off with pay may be subject to negotiation and in any case should reflect the importance of their role both for NIPSA and the NICS and the volume of work that they undertake.

## **6. Access to learning for employees**

### **Commitment to lifelong learning**

The NICS, NIPSA and the FDA agree to encourage and support staff to participate in learning, whether provided by the employer, the union, or by other means.

### **Time off for employees to have access to learning representatives**

All staff will be encouraged to participate in learning and development and allowed reasonable time off during working hours to meet with ULRs. This will include time for undertaking a learning needs analysis as well as subsequent meetings for information and advice on learning. This is in addition to any time off with pay granted to staff to undergo training and learning opportunities.

### **Time off and other support for job related training**

The NICS will provide time off and other support for job related training agreed through the Personal Development Plan process. Staff should use the existing process/forum to identify and apply for support for such learning. ULRs may assist staff to identify their learning needs.

### **Lifelong Learning**

The NICS will also provide support for lifelong learning that benefits both the individual and the organisation by providing reasonable facilities, and time off with pay in accordance with other relevant policies such as Assistance to Study – Adult Further Education. ULRs have a key role in helping members identify these learning needs.

### **Promotional events**

Staff will be encouraged and given reasonable paid time off to attend agreed events promoting learning such as 'learning at work day' events and taster learning sessions.

This is in addition to any time off with pay granted to staff to undergo training and learning opportunities.

## Learning opportunities

Staff will be encouraged to participate in learning activities - not just training courses. Particular support will be given to ULRs to:

- arrange on-site learning sessions
- set up on-site learning centres (including, where appropriate, access to learndirect through the trade union hub)
- arrange on-site essential skills screening and assessment and, where appropriate, on-site learning opportunities.

The employer will provide appropriate resources (venues, access to computers and the internet etc.) to support the agreed activities.

Where activities are agreed between the NICS, NIPSA and FDA, the employer will provide appropriate resources (venues, access to computers and the internet, etc) to support these.

## **Learning priorities**

NIPSA and FDA may, from time to time, agree with the employer to give particular emphasis to specific areas of learning and to provide support for staff.

## 7. Fair and appropriate access

The NICS, NIPSA and the FDA will ensure that learning and development is provided to all employees.

The NICS will work to tackle barriers and ensure that all staff can access learning which meets their needs and the needs of the organisation. The NICS will work with NIPSA and FDA to help identify and address barriers to fair access to learning including accessible learning materials and flexible methods of delivery.

Although participation in learning by employees will usually be on a voluntary basis, NIPSA, FDA and the NICS recognise and agree that some learning will be mandatory. Both parties will encourage staff to fully participate in all learning initiatives and opportunities

## HEALTH & SAFETY REPRESENTATIVES

The role and functions of Health & Safety Representatives are laid down in the Safety Representatives and Safety Committees Regulations (NI) 1979 (SCSCR).

These regulations 'Concern safety representatives appointed under article 4 (4) of The Order of 78'.

Under article 4 (5) of The Order of 78 'employers are expected to consult with Safety Representatives. This requirement is expanded under the 'Health and Safety (Consultation with Employees) Regulations 1996'.

- a) Investigating potential hazards and dangerous occurrences at the workplace, complaints by an employee relating to health, safety and welfare at work, and examining causes of workplace accidents;
- b) Making representations to the Department on the above investigations, and on general matters affecting the health and safety of the employees they represent;
- c) Inspecting the workplace;
- d) Representing employees in dealings with health and safety inspectors;
- e) Receiving certain information from inspectors;
- f) Attending health and safety committee meetings.

The SRSCR Regulations give Health & Safety Representatives important rights:

- a) The right to be provided with facilities and assistance. (Regulation 4)
- b) To be allowed 'such time off with pay as shall be necessary' to perform their function. (Regulation 4)
- c) To be allowed 'such time off with pay as shall be necessary' to undergo training. (Regulation 4)
- d) To complain to an Employment Tribunal if time off is not granted. (Regulation 11).
- e) To require management to set up a safety committee.

In addition Regulation 4 states that 'no function given to a Safety Representative shall be construed as imposing a duty on him other than he may have as an employee'. This means that a safety representative has no



greater liability in law for health and safety breaches or maintaining health and safety rather than any other member of staff.