



Please ask for Graham Ibberson
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The Chair and Members of Joint
Cabinet and Employment & General
Committee

8 April 2024

Dear Councillor,

Please attend a meeting of the JOINT CABINET AND EMPLOYMENT & GENERAL COMMITTEE to be held on TUESDAY, 16 APRIL 2024 at 10.30 am in Committee Room 1, Town Hall, the agenda for which is set out below.

AGENDA

Part 1(Public Information)

1. Declaration of Members' and Officers' Interests relating to items on the Agenda
2. Apologies for Absence
3. Minutes

The minutes of the meetings of the Joint Cabinet and Employment and General committee held on Tuesday 20 February and Tuesday 19 March would be available for members to approve at the next scheduled meeting of the Joint Cabinet and Employment and General committee, on Tuesday 14 May.

4. Trade Union Facility Time (Pages 3 - 24)

Yours sincerely,

A handwritten signature in black ink, appearing to be 'Randy', written in a cursive style.

Head of Regulatory Law and Monitoring Officer

For publication

Chesterfield Borough Council Partnership Agreement with recognised Trade Unions

Meeting:	Joint Cabinet Employment and General Committee
Date:	16 April 2024
Cabinet portfolio:	Customers and Business Transformation
Directorate:	Digital, HR and Customer Services

1.0 Purpose of the report

- 1.1 This report seeks approval to adopt the latest revision of the Council's Partnership Agreement with Trade Unions and requests authority for Housing Services to 'backfill' the time which is lost to trade union activity to the equivalent of 1.6 FTE.

2.0 Recommendations

- 2.1 That Joint Cabinet and Employment and General Committee endorse the refreshed partnership agreement and approve that this can be signed on behalf of the Council.
- 2.2 That Joint Cabinet and Employment and General Committee approve that an additional £45k is made available to enable 1.6 FTE posts to be backfilled in Housing Services, offsetting the increase in Trade Union facility time which is built into the refreshed agreement.

3.0 Reasons for recommendations

- 3.1 The refreshed agreement enables effective partnership working with Trade Unions during a period of intensive change whilst also balancing the need to maintain service delivery to our residents, businesses, and visitors.

4.0 Report details

- 4.1 Effective joint working with Trade Unions has the potential to produce benefits for our workforce and our communities, including better services, effective implementation of policy, ensuring high standards of employment

practices and providing a transparent and streamlined structure for Trade Union, employer, and staff engagement.

4.2 The Council first signed a partnership agreement with recognised Trade Unions in 2020. The document sets out a framework for working with Trade Union representatives, so that good formal and informal working relationships are maintained. The agreement recognises the essential role that Trade Unions play in ensuring our employees are supported, advised, represented, and consulted on change and sets out our commitment to engage with Trade Unions and with the workforce over important decisions that have an impact on our employee's lives.

4.3 Officers have recently worked with local Trade Union representatives to review and refresh the Trade Union partnership arrangement, taking account of current Trade Union membership numbers and in an effort to ensure facility time reflects the scale of change activity that is underway.

4.4 It is proposed that the Council increases the level of paid facility time to our recognised Trade Unions, from 5 days per week to 11.5 days per week during the next two years. This increase recognises the significant change activity underway at Chesterfield Borough Council, including implementation of our budget strategy initiatives, reviewing the pay and reward of our trades staff, refreshing the terms and conditions available to our workforce, undertaking reviews of employment and health and safety policies and workforce wellbeing activities, whilst also digitally transforming the way we work.

4.5 The revised Partnership Arrangement is attached at Appendix A of this report.

4.6 Many of the Trade Union representatives are based in Housing services and the time spent on Trade Union duties is typically not backfilled, which is having an adverse impact on service delivery. Some funding is already made available to Housing, and it is recommended that an additional £45k is transferred from the general fund budget to the HRA to enable backfilling to take place across relevant teams. This will generate a pressure in the general fund which will be met as part of the Council's overall budget strategy implementation plans.

5.0 Alternative options

5.1 Officers have considered whether paid facility time for Trade Union representatives should remain the same, or indeed be reduced. However, taking this approach would mean that the level of engagement which is currently being undertaken with Trade Unions could not be sustained, as the current level of paid facility time is not sufficient to deliver the significant change activity that is underway. These options have therefore been rejected as we recognise the benefits that can be achieved through

effective working with trade unions when implementing change in the organisation.

6.0 Implications for consideration – Financial and Value for Money

6.1 Increasing the level of paid facility time to 11.5 days will cost the Council approximately £104k per annum.

6.2 The Council's General Fund budget and the Housing Revenue Account fund the paid facility time which is allocated to Trade Union representatives. In previous years, the time spent on Trade Union duties has been absorbed within existing budgets.

6.3 As the Council's existing Trade Union representatives are predominantly employed by the Council's Housing Directorate, there is a requirement to fund the backfill of 1.6 FTE posts, enabling service levels to be maintained during trade union facility time. An additional budget pressure of £45k will be incurred in budget code 0483, and this will be offset via the Council's budget strategy initiatives. Additional facility time will continue to be absorbed within existing budgets.

7.0 Implications for consideration – Legal

7.1 There are no legal implications generated by this report. The partnership arrangement is not a legally binding document.

8.0 Implications for consideration – Human Resources

8.1 Five of the six primary trade union representatives are based within the Housing Directorate. Permission is sought to backfill for the time which is being lost to trade union duties in this service area as service levels are being adversely impacted and the level of lost time cannot be sustained.

8.2 It is proposed that these posts are recruited on a two-year fixed term contract. The council will seek to recruit these posts from internal recruitment, prior to seeking external applications.

9.0 Implications for consideration – Council Plan

9.1 Adherence to the Trade Union Partnership arrangement will help to ensure that elected members, managers, trade unions and employees can work together to deliver good services, protect our employees, and deliver effectively on our Council Plan ambitions.

10.0 Implications for consideration – Climate Change

10.1 The trade union partnership arrangement does not generate any negative implications for consideration.

11.0 Implications for consideration – Equality and diversity

11.1 The policy does not impact on specific groups or those with protected characteristics.

12.0 Implications for consideration - Risk management

Description of the Risk	Impact	Likelihood	Mitigating Action	Impact	Likelihood
Increasing trade union membership may result in requests for further facility time	M	M	Implement caps on facility time and regular reviews	M	L
Industrial relations break down and the partnership ambitions cannot be achieved	H	M	Structured governance arrangements will ensure regular communication and regular reviews will be implemented	H	L

Decision information

Key decision number	<i>All key decisions must be in the Forward Plan at least 28 days in advance. There are constitutional consequences if an item is not in the Forward Plan when it should have been. Contact Democratic Services if in doubt.</i>
Wards affected	All wards

Document information

Report author	<i>Rachel O'Neil, Service Director, Digital, HR and Customer Services</i>
Background documents	These are unpublished works which have been relied on to a material extent when the report was prepared.
	<i>This must be made available to the public for up to 4 years.</i>
Appendices to the report	

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Partnership Agreement between Chesterfield Borough Council and recognised Trade Unions

1.0 Introduction

1.1 The council's vision of 'Putting our Communities First' is underpinned by three priorities:

- Making Chesterfield a thriving borough
- Improving the quality of life for local people, and
- Becoming a resilient council.

1.2 This Agreement recognises that partnership and collaboration between councillors, managers, employees, and trade unions are the best means by which our vision and priorities can be delivered.

1.3 The Agreement:

- Provides a method for collective bargaining to take place with recognised Trade Unions.
- Provides a method for effective consultation to take place between the Council and its employees, and
- Allows staffing issues and concerns to be raised and discussed; difficulties explored and resolved and for shared routes forward to be agreed.

1.4 The Trade Unions which are recognised for the purposes of this partnership agreement are:

- UNISON
- UNITE
- GMB

2.0 Shared commitments and expected behaviours.

2.1 The partners to this Agreement have agreed a set of shared commitments which will enable sustainable improvements at Chesterfield Borough Council and help to ensure the commitment and support of staff during times of change. These are:

- To provide effective and efficient services to our residents and businesses.
- To treat employees fairly and equally.
- To maximise employment security.
- To maintain acceptable employment practices.
- To support staff affected by policy and service changes, and
- To maintain positive industrial relations.

2.2 The partners to this Agreement will adhere to the Council's Code of Conduct and competency framework and more specifically, they agree to adhere to a set of behaviours which will facilitate successful delivery of our shared commitments. These are:

- Recognising and valuing the contribution of all partners and engaging at an early stage in decisions that have implications for trade union members and wider council employees.
- Respecting each other and showing mutual trust and honesty in all our communications with the workforce.
- Working together to resolve concerns collaboratively and where possible, informally.
- Being open and transparent when sharing information and when communicating with members and wider employees.
- Working together to identify best practice in policy development, employee relations, equality and diversity and learning and development.
- Respecting confidentiality, and working inclusively and engaging fully in meetings, so that positive industrial relations can be maintained.

3.0 Roles and Responsibilities

3.1 This Agreement provides a framework which will ensure that the Council's workforce, supported by their Trade Union representatives, are fully and consistently involved from an early stage in the formulation and implementation of change.

3.2 If we are to realise the full potential from adopting this approach, all parties need to recognise their roles and responsibilities, and be committed to demonstrating actions which are consistent with the commitments and behaviours of the Agreement.

3.3 Elected Members, managers, recognised trades unions and employees all have responsibilities within this process.

3.4 All parties to the agreement:

- Are committed to and willing to contribute positively to partnership working.
- Recognise independence, whilst agreeing that matters affecting their interest shall be considered jointly as provided for in this agreement in order to continue and maintain harmonious employee relations.
- Agree to work within the terms of the agreement, and that any disagreement will not prejudice a partner's position at any later stage in the partnership.
- Recognise that some issues will require negotiation and collective bargaining and where this is necessary, a separate group will be established for this purpose.

3.5 Management:

- Will be familiar with and adhere to the principles of the partnership agreement.
- Will engage with trade unions at the earliest opportunity on issues which have workforce implications, to try to reach decisions by consensus.
- Will share information and staffing data (subject to GDPR requirements) as appropriate, enabling effective partnership working to take place.
- Will encourage the formation of joint working groups where appropriate.
- Will recognise the role of trade unions in representing the interest of their members.
- Will always include Trade Unions in discussions relating to their members.
- Will ensure appropriate time off is provided to facilitate trade union duties and activities, in line with the Council's Time Off for Trade Union Duties and Activities Policy which is attached at Appendix A of this agreement.

3.6 Trade Union representatives:

- Will be familiar with and adhere to the principles of the partnership agreement.

- Will take an active and constructive part in partnership discussions at an early stage, to try to reach decisions by consensus within agreed timescales.
- Will provide a considered response to management proposals including alternative options where appropriate.
- Will share relevant information with managers to assist discussions, whilst respecting confidentiality.
- Will recognise the right of management to plan, organise and manage the business, activities and staffing of the Council according to the Policies and Procedures agreed by the Council, whilst acknowledging the Trade Union right to represent their members.
- Will adhere to the Council's Time off for Trade Union Duties and Activities Policy.

3.7 There will be situations where, although supportive of partnership working, trade unions or managers are unable to agree a joint approach. Whilst it is acknowledged that the outcome of any disagreement could ultimately lead to industrial action or unrest, remaining involved in the partnership process should enable differences to be dealt with whilst maintaining good industrial relations.

4.0 The Partnership Framework and Governance

4.1 The framework for Trade Union partnership working will comprise of:

a) Cabinet and Employment and General Committee

Cabinet is responsible for making decisions on all matters except the regulatory functions of the Council.

Employment and General Committee deals with the Council's functions for appointing staff and determining the terms and conditions on which they hold office.

Certain decisions will be made by a joint committee of Cabinet and Employment and General members.

b) Employer Trade Union Committee

The Employer Trade Union Committee will consist of

- Three Elected Members of the Council, including the Leader and Deputy Leader of the Council and the Cabinet Member for Business Transformation and Customers.
- Management representation, including the Chief Executive, the Service Director – Digital, HR and Customer Services, the Service Director for Finance, and an HR service manager.
- Trade Union representation, including 7 employee representatives and a regional representative from each Trade Union. Representatives are allocated as follows:
 - Unison – 4 employee representatives.
 - Unite – 2 employee representatives.
 - GMB – 1 employee representative.
- Other Service Directors, managers or Portfolio Holders may be asked to attend Employment and General Committee on an ad hoc basis, where matters affecting their service areas are being discussed.

The Committee will provide a formal mechanism for consultation on strategic matters affecting Council employees.

The committee will meet every two months (or more frequently as required).

c) Transformation activity

A range of transformational activities will need to be undertaken to ensure that the Council can continue to deliver its vision, priorities and plans within the funding available to it. Trade Unions will be invited to form part of the project groups which are initiated, where appropriate, to help support the successful implementation of change.

d) Directorate and Service Partnership Working

Services will involve Trade Unions through regular discussion of proposed change initiatives and operational matters impacting on the workforce. Regular channels of communication with trade unions will be implemented.

In addition, service directorates will establish review or working groups involving employees and trade union representatives or they may invite trade union representatives to team meetings depending on the issues or changes being considered. The arrangements in place within each directorate will be reviewed on an annual basis.

All service areas will hold Directorate Joint Consultative Committees on a regular basis as required, and at least quarterly.

- 4.2 It is recognised by all parties that the various partnership groups referred to above are advisory bodies only. Cabinet and Employment and General Committee shall have regard to any recommendations made by them but shall not be bound to accept them or to act on them.
- 4.3 Where the Cabinet or Employment and General Committee does not agree to the implementation of recommendations made, matters may be remitted to the original forum for further discussion.
- 4.4 Any issues arising in relation to the conduct of service level partnership working, should be raised with the relevant Service Director in the first instance. If unresolved, the matter should be raised with the Service Director - Digital, HR and Customer Services, who will seek to resolve the matter in line with the Council's policies.

5.0 Development

- 5.1 All partnership forum members will participate in appropriate joint development events, as required, to continue the development of effective partnership working across the Council.

6.0 Review

- 6.1 Partnership working arrangements, if they are to be effective, need to be responsive and flexible. The partners will formally review the details set out in this agreement every three years, or if sooner, when changes are required.

Signed	Leader of Chesterfield Borough Council.
Signed	signed on behalf of Unison.
Signed	signed on behalf of Unite the Union.
Signed	signed on behalf of GMB.

Date of agreement:

Appendix A to Chesterfield Borough Council's partnership agreement with recognised trade unions.

Time off for Trade Union duties and activities policy

1.0 This supplementary document to the Partnership Agreement with Recognised Trade Unions relates to union representatives, union learning representatives and union members.

2.0 Definitions

2.1 The following terms used in this document mirror the terms used in the [Acas code of practice on time off for trade union duties and activities](#), which is a code issued under the Trade Union and Labour Relations (Consolidation) Act 1992:

2.2 "Union representative" means an employee who has been elected or appointed, in accordance with the rules of an independent trade union, to represent all or some of the members within the workplace where the trade union is recognised by the organisation for collective bargaining purposes.

2.3 "Union learning representative" means an employee who has been elected or appointed, in accordance with the rules of an independent trade union that is recognised by the organisation, to be a learning representative of the union at the workplace.

2.4 "Union member" means a member of an independent trade union recognised by the organisation in respect of that description of employee.

3.0 Purpose

3.1 The purpose of this document is to set out the facilities that Chesterfield Borough Council will provide to a trade union to enable it to represent the interests of its members who are employees of the organisation.

3.2 The document also provides guidelines for managing the provision of time off for trade union duties and activities for union representatives, union learning representatives and union members.

4.0 Administration and communications

4.1 Chesterfield Borough Council will provide union representatives with the following facilities to enable them to communicate with the union's members and to promote good industrial relations:

- permission for reasonable use of internal telephone lines for union business.
- internet access, including Wi-Fi access, for the purpose of union business.
- permission to use email to distribute the union's communications to its members, the organisation and employed officials of the union. This is strictly conditional on trade unions observing the Council's acceptable use of ICT and data protection policies.
- access to a suitable room on site for consulting with union members, holding representative committee meetings, and holding meetings with the union's employed officials.
- use of a lockable cabinet for storage of confidential data.
- permission to use notice board(s) and space on the Council's intranet to help the union with publicity.

4.2 The union must obtain advance permission from the service area when holding union meetings on Chesterfield Borough Council premises.

4.3 Union members must obtain authority before leaving their place of work to meet with their union representative.

4.4 The Council acknowledges that the union has a right to communicate in private with its members.

5.0 Newly recruited employees

5.1 Chesterfield Borough Council will provide all recognised Trade Unions with opportunities to meet newly recruited employees.

6.0 Union subscriptions

6.1 The council's Payroll team will operate a facility whereby union subscriptions are deducted from employees' salary and paid directly to the relevant union. However, it is acknowledged that the union may encourage their members to pay their union subscriptions directly to the union, for example by direct debit.

7.0 Time off for trade union duties.

7.1 The council will grant union representatives reasonable paid time off during working hours to participate, consult or negotiate on the following:

- **Terms and conditions of employment.**
This includes matters pertaining to pay (including sick pay and holiday pay), working hours, holidays, pensions, sickness absence arrangements, notice periods, training, learning and equality and diversity and TUPE
- **Physical conditions in the workplace.**
This includes the workplace environment and the operation of electronic equipment or machinery.
- **Recruitment and termination or suspension of employees.**
This includes policies on recruitment and selection (including the planning of human resources), arrangements for redundancy and dismissal.
- **Allocation of work or duties,**
This includes flexible working arrangements, work-life balance issues, job evaluation and grading and disability and welfare issues.
- **Disciplinary matters,**
This includes disciplinary procedures, including representing or accompanying employees during the disciplinary process and acting as a witness before agreed appeal bodies or tribunals.
- **Membership of a trade union,**
This includes making arrangements for representation, walkabouts and trade union involvement in the induction of new workers.
- **Agreement of facilities for union representatives,**
This includes deciding on the provision of rooms, equipment, notice boards, use of the intranet and supplies; and
- **procedures for negotiation and consultation,**
This includes collective bargaining, grievance procedures, joint consultation arrangements, consulting and communicating with

members and consulting and communicating with other union representatives and union full-time officers.

8.0 Time off for training.

8.1 The organisation will grant union representatives reasonable time off during working hours to undertake training relevant to the carrying out of their duties as a union representative identified in this agreement.

8.2 The training must be approved by the TUC or the union. While e-learning can be used, it should be used as an aid rather than a replacement for approved union training.

9.0 Time off for union learning representatives.

9.1 The organisation will grant union learning representatives reasonable time off for training and to undertake their duties. Time off will be permitted for the following duties:

- analysing learning or training needs.
- providing information, advice and guidance on learning and training.
- preparing for and promoting learning and training; and
- consulting the organisation about such activities or preparing to undertake any such activities.

10.0 Payment

10.1 The Council will pay union representatives and union learning representatives for time off to carry out their duties or undergo training in accordance with this agreement.

10.2 The Council will pay the amount the union representative or union learning representative would have earned had they worked during the time off taken. If their earnings vary, the payment is calculated by using the average hourly earnings for the work that they are employed to do, including shift premia and bonuses.

10.3 When meetings are called by the employer, and trade union representatives are required to attend outside their normal working hours, equivalent time off will be granted, or appropriate payment made depending on the circumstances and agreed with HR.

- 10.4 Where incurred, travel and subsistence will be reimbursed to accredited representatives for periods of time off approved by the council.
- 10.5 There is no right to time off for trade union activities which consist of industrial action.
- 10.6 Duties relating to arranging social activities, branch administration and membership benefits do not attract time off with pay and the work should be completed outside of normal working hours

11.0 Time off for trade union activities.

- 11.1 The organisation will grant union members reasonable time off during working hours to take part in union activities or to access the services of a union learning representative. The organisation will permit reasonable time off for the following activities:
- attending meetings at work to discuss and vote on matters that have been discussed between the union and the organisation.
 - meeting a trade union representative to discuss issues relevant to the workplace, and
 - voting in union elections.

12.0 Procedure for union representatives to request time off.

- 12.1 Union representatives and union learning representatives should submit a request for time off to undertake their duties or activities to their line manager as soon as practically possible. The application should outline:
- the reason for the request (while preserving personal confidentiality for those individuals who are involved with discipline or grievance procedures);
 - the location of the activity; and
 - the time and duration of the meeting or activity.
- 12.2 The line manager will consider the request and give a response as quickly as possible, ideally within 24 hours. Trade Union representatives and line managers will both consider the needs of the service when agreeing time off.

- 12.3 Both parties accept the need to be flexible within this process and recognise their duties and obligations to the business. The parties will seek to agree a mutually convenient time for union duties or activities to be undertaken, providing minimum disruption to the service that the Council provides to its residents, businesses, and visitors.
- 12.4 Matters relating to trade union activity should be arranged on Mondays, Tuesdays, or Friday mornings where possible, to help manage facility time effectively.
- 12.5 To enable union learning representatives to take time off to undertake their duties, the union must give the Council notice in writing that the employee is a union learning representative and that the training condition is met. The training condition is met if:
- the union learning representative is sufficiently trained and the union gives notice in writing to the Council that they are sufficiently trained.
 - the union has in the last six months given the organisation notice in writing that the union learning representative will be undergoing such training; or
 - within six months of the union giving the Council notice in writing that the union learning representative will be undergoing training, the union learning representative has done so and the union has given the Council notice of that fact.
- 12.6 Union representatives and union learning representatives who wish to take time off to undertake training courses should submit a request to their line manager. The application should:
- be submitted in good time and at least two weeks prior to the start of the course.
 - provide alternative dates for the course (if possible); and
 - provide details of the contents of the course.

13.0 Reasonableness and amount of time off

- 13.1 Union representatives and union learning representatives are entitled to request reasonable time off during working hours to carry out their duties and to undertake training.
- 13.2 Union members are entitled to request reasonable time off during working hours to take part in union activities.

13.3 The determination of reasonableness will depend ultimately on the needs of the business at the time of the request. However, the Council will consider:

- the nature and timing of the request.
- the amount of time off previously granted or planned for the future, and
- the number of representatives or members seeking time off within a given period.

The Council will also consider the legitimate need of the union representative or union learning representative to discharge their functions.

13.4 The union should bear in mind that the Council will need to maintain a continuous service to customers and consider the need for safety at all times and therefore each application for time off will be assessed on its merits.

13.5 Subject to the test of reasonableness set out above, and subject to the agreed approval process being followed, the Council will permit a maximum of 1.5 days per week of paid facility time per 100 members, with a minimum agreed approval of 1 day per week of paid facility time to attend relevant scheduled meetings where membership drops below 100 people.

13.6 The total amount of permitted paid facility time during the period of this arrangement for distribution between its representatives is:

- Unison – 7.5 days per week.
- Unite – 3 days per week.
- GMB – 1 day per week.

13.7 The Council will also allow time off with pay of up to 10 days to each of the recognised unions for attendance at meetings of official Trade Union policy making bodies, including attendance at annual conferences.

13.8 Trade Unions must notify the HR team in good time that the relevant union representative has come to the end of their period in office and any changes in representation.

13.9 Each union representative and union learning representative must maintain a record of all time off taken (both paid and unpaid). This record should be submitted monthly by the trade union representative to the HR service.

14.0 Public-sector trade union facility time reporting

14.1 The Council has a duty to record and publish data related to its usage and spend on trade union facility time.

14.2 Union representatives and union learning representatives must therefore ensure that they follow the procedure set out for informing their line manager of their wish to take paid time off to carry out their duties as a union representative or union learning representative and pass this information on to the HR service on a monthly basis, no later than the last day of each month. A template will be provided for this information.

15.0 Disputes

15.1 If a union representative, union learning representative or union member is aggrieved by a decision to refuse access to facilities or to paid time off to undertake their duties, training, or activities, they should raise the matter with their Service Director in the 1st instance.

15.2 In the event of disagreement over granting of time off, the Council will undertake dialogue with relevant regional officers in an effort to resolve matters.

15.3 In the case of persistent problems, and where the trade union representative is considering making an Employment Tribunal claim, they should notify ACAS, and the Council will participate in conciliation discussions.

16.0 Duration

16.1 This policy takes effect from the date of the partnership agreement and shall continue thereafter unless modified by agreement in writing between both parties or terminated in whole or in part by either party giving the other not less than three months' notice in writing.

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