

UNISON SOMERSET COUNTY BRANCH

Industrial action in the form of a work-to-rule FREQUENTLY ASKED QUESTIONS

- Q1. What does “Working to Contract” mean?
- Q2. None of the above really applies to me. Are there other forms of work-to-rule which could be effective?
- Q3. What if my contracted hours are up and I’m in the middle of assessing or reviewing a vulnerable client?
- Q4. What if I’m asked to do an out of county review / assessment and this takes me over and above my normal contracted hours?
- Q5. What if I work in an out of hours service covering any location in the County and can’t get home at the end of a shift without access to my car?
- Q6. What can colleagues do who are not members of the union but want to support the action?
- Q7. What happens if our manager tells us to do something we think we shouldn’t be doing?
- Q8. My manager has told me that in my contract it says “any other duties as required”. Do I have to undertake any work allocated?
- Q9. Our work in Learning Disability Services is rostered six weeks in advance and already included additional hours before the Industrial Action started, do I have to honour that commitment?
- Q10. What exemptions has UNISON granted in the event of a major civil emergency?
- Q11. What if I don't know what my Job Description says or its out of date and doesn't actually reflect what I do?
- Q12. My contract says that my normal workplace is X, but that I can also be asked to work at any other SCC workplace according to the needs of the service – how far can I refuse to do this as part of the work-to-rule?
- Q13. What if my manager starts changing my Job Description to add in duties which I used to do voluntarily?
- Q14. What if a task is attached to a vacant post? How do I respond?
- Q15. How long is the action likely to go on?
- Q16. I regularly start/finish work before/after my contracted hours and work through my lunch period. What do I tell my manager?
- Q17. Do I have to take action?

- Q18. Are there any exemptions?
- Q19. Won't the public see a fight over redundancy packages as a selfish and narrow minded action by the union?
- Q20. Does this action apply to UNISON members in schools?
- Q21. I work with vulnerable service users. If I refuse to use my car, won't I be putting their safety at risk?
- Q22. What about an emergency scenario where, for instance, I'm asked to take a service user to hospital and only my car is available to use?
- Q23. Won't withdrawing our cars compromise the quality of service?
- Q24. But if we increase the council's costs by this action, won't they just come back and impose even bigger budget cuts?
- Q25. What happens if our line manager tells us that we have to use our cars as it is custom and practice?
- Q26. What if I'm required to travel away from my normal place of work to collect or return a pool care/hire car?.
- Q27. I'm categorised as an Exceptional Car User, and claim the special allowance as an ECU to make my car available to deliver the service – does the Industrial Action ballot allow me to break this commitment?
- Q28. But hasn't the Employer said that they will remove Exceptional Car User Allowance (£23 per month over 10 months) immediately if I withdraw my car without notice?
- Q29. I am an ECU, the employer has threatened disciplinary action against me as I have breached by contract by not providing three months notice of withdrawal of my car, what should I do?
- Q30. Can I still use my car to come to the office?
- Q31. Can I still use my car park permit?
- Q32. If I don't use my car, won't I be out of pocket for mileage claims?
- Q33. But I drive loads of miles – if I cease to use my car and miss out on expenses, this is a big financial hit. Can the union help?
- Q34. I bought my vehicle with the council's financial help through the Assisted Purchase Scheme and still owe debt on the loan – does that mean I'm not allowed to withdraw use of the vehicle?
- Q35. What further options are there to support the work-to-rule / industrial action on car use, if a vehicle is provided to me under the Car Pool Scheme?
- Q36. I am an Approved Mental Health Practitioner and I have to do emergency assessments within 24hrs. Can I use my own car?

- Q37. At the present time I do my handover outside of my shift, can I continue this way.
- Q38. I have a training course/appointment/meeting scheduled at the start of my working day away from my normal workplace, I would normally use my own car for this, what should I do?
- Q39. At the moment I do not take a lunch break there is no cover system in place. Should I continue like this?
- Q40. Can I claim for fares for public transport up front.
- Q41. What if we have more questions?

General

Q1. What does “Working to Contract” mean?

A1.

- You don't work any **additional hours**, whether these are paid or unpaid.
- You don't work any non-contractual **overtime**.
- You take your **lunch break** at the designated time.
- You take **rest breaks** as entitled under Health & Safety rules – after six hours' working time, you take 20 minutes rest without interruption and away from the work station; for every hour spent at the computer, you take 10 minutes away from the VDU to do something else.
- You **start and finish** work at your contracted time.
- You ensure you leave meetings held away from your workplace in time to return to your workplace by finish time.
- If you are on **flexitime** ensure that you do not hand back flexi-hours to the Council at the end of the month and then work to your contracted hours.
- You do not take **work home** or check Blackberry devices / log-on at home to check work emails outside of working hours, unless you are counting this officially towards your flexi-time entitlement.
- You use up or carry forward your **annual leave** rather than lose it.
- You don't cover the work of **vacant posts** unless you have temporarily transferred into that job and you have received a temporary contract of employment or you are seconded to the post. If you have been covering parts of a vacant job up to now you must tell your manager you can no longer cover the duties of that vacant post, this includes covering for sickness and annual leave.
- You work strictly to the tasks and duties listed in your **Job Description** and take a literal interpretation of what it says about them
- Where you are required to meet statutory obligations or specific policies as part of your job, you **prioritise these deadlines** and do so without cutting corners, ie fill out all paperwork and take due time to ensure this is done properly, no matter the pressures of other lesser priority work.

Q2. None of the above really applies to me. Are there other forms of work-to-rule which could be effective?

A2. It really depends on where you work and what you do, but potentially the options are limitless provided you basically stick to what it says in your written contract. A useful way to think about it is to consider what the knock-on effect would be on other parts of the council that rely on what you do. For example, if your job is to process invoices, your team could slow down this process by diligently checking all the missing information before going on to the next stage of the procedure (where previously you might have found ways to save time). The aim should always be to maximise the financial and operational impact on the employer, while minimising the impact on service users. If you have ideas for what you and your colleagues could do, or want to have a chat with a UNISON representative about this, call the branch office and help us organise a group or team discussion. After notifying the employer, we can then extend the idea to other similar work areas and launch a new action.

Q3. What if my contracted hours are up and I'm in the middle of assessing or reviewing a vulnerable client?

A3. UNISON has been approached by the Employer to exempt members from the Industrial Action on grounds of danger to "life and limb" regarding Child Protection; Social Work assessments related to safeguard; referral, assessment and protection services regarding vulnerable families and children; Approved mental health assessments undertaken in Somerset Partnership by Approved Mental Health practitioners; and the out-of-hours support provided by the Emergency Duty team. UNISON's position is this is not strike action so **there can be no blanket exemptions**. However, it is not the union's intention to put vulnerable members of the public at risk. We recognise that in the above areas some reviews or assessments will arise due to emergency situations, which are by their nature unforeseeable. If this happens, our members will be asked to use their professional judgment, as they regularly in the normal course of their duties, to determine that, in order to prevent a potential threat to "life and limb" they should work beyond their contracted hours to prevent this potential risk. The usual arrangements should then apply to recompense staff for these additional hours. In relation to reviews and assessments that can be planned or reasonably anticipated, we expect the Employer to put measures in place to enable UNISON members to complete these in their contracted hours.

Q4. What if I'm asked to do an out of county review / assessment and this takes me over and above my normal contracted hours?

A4. See Q3 above, you should use your professional judgment to determine if it is an emergency situation and therefore requires an immediate response, in which case ensure that you claim back the additional hours. If not, then you should undertake the work in contracted hours and the Employer should provide for travel, accommodation and other expenses such as subsistence and childcare to cover any overnight stay that has to be incurred.

- Q5. What if I work in an out of hours service covering any location in the County and can't get home at the end of a shift without access to my car?**
- A5.** This issue has come up in the Emergency Duty Team. We have argued that members may face a risk to their Health & Safety if required to extend their working time by returning a pool car to their office base after a call, before going home. We have requested that provision should be made to allow members to take a pool car home, as allowed for under current policy at management discretion. Some accommodation of this request has been made by the relevant manager to address this issue and we are exploring further with members whether it adequately meets their concerns. If you or your team face a similar situation, contact your local steward or the Branch Office to discuss a practical way forward.
- Q6. What can colleagues do who are not members of the union but want to support the action?**
- A6.** Non-members cannot take part in the action but can do so immediately if they join UNISON. Tell them to join today. They can then take part in action immediately and have the protection of the union.
- Q7. What happens if our manager tells us to do something we think we shouldn't be doing?**
- A7.** Discuss with your manager and contact your local steward or branch office if you think your manager is being unreasonable with you. If matters are not resolved locally stewards will notify the Branch who may then raise it with the employer to ensure there is no overreaction at a local level.
- Q8. My manager has told me that in my contract it says "any other duties as required". Do I have to undertake any work allocated?**
- A8.** Is the work being asked of you work you would normally do or something you have been asked to do in response to operational problems caused by the Industrial Action? If the former applies, and the work is reasonable, you will need to agree priorities with your manager to ensure the work can be done in your contracted hours. In the latter case, you can reasonably refuse on the grounds that this would undermine the union's Industrial Action in which you are a participant.
- Q9. Our work in Learning Disability Services is rostered six weeks in advance and already included additional hours before the Industrial Action started, do I have to honour that commitment?**
- A9.** No. Clearly this is not an emergency or unforeseeable situation that the employer could not anticipate and put measures in place to address any potential risks to "life and limb" (see Q3 above). We have not agreed this exemption request from the Employer. If you have been rostered to work additional hours above your contracted hours, you may wish to notify your manager that these hours should be removed from the rota.

Q10. What exemptions has UNISON granted in the event of a major civil emergency?

A10. The Employer has requested that relevant staff in the Environment Directorate be exempt from the Industrial Action in the event of a major civil emergency for those staff listed in the pink pages and Civil Contingency staff. UNISON has again reassured the Employer that our members would not want to risk “life and limb” and that, **should such an emergency arise**, those staff identified would, if necessary, work beyond their contracted hours to prevent this potential risk.

Q11. What if I don't know what my Job Description says or it's out of date and doesn't actually reflect what I do?

A11. Request a copy of your Job Description from your manager. If it is not accurate, then use your common sense and undertake duties that you believe are reasonable. Ask your manager to produce an updated version of your JD and for a formal opportunity to discuss and agree the revised JD so that it fairly describes the role you are employed for and are currently fulfilling. Make sure you involve your UNISON rep in this process and register any areas for disagreement using the grievance and appeal process. If a number of you undertake the same role or share a similar situation, consult your local rep or the branch on how to take this issue forward collectively. Remember to make a re-grading appeal if your job has 'drifted' or become substantially bigger since your original JD was drawn up.

Q12. My contract says that my normal workplace is X, but that I can also be asked to work at any other SCC workplace according to the needs of the service – how far can I refuse to do this as part of the work-to-rule?

A12. If you are being directed to work at another workplace and it is in response to issues (eg staff shortages) caused by the work-to-rule, you are entitled to refuse to do so as this would undermine the union's Industrial Action in which you are a participant. Check with your manager the reasons for being deployed to another workplace – ask for this in writing, explaining that you need to be sure of your grounds for complying. In any case, refuse to use your car. As this is not a normal commuter journey but one undertaken in connection with work demands. Make sure that travel time is factored into your total daily working time – start and leave work allowing for the extra journey you've been asked to incur. If you're obliged to travel by public transport, check the timetables and ensure that no part of the journey is in your own time (that could include getting off for the lunch break and back on again!).

Q13. What if my manager starts changing my Job Description to add in duties which I used to do voluntarily?

A13. Your JD forms part of your contract and cannot be changed without your agreement. The recognised process for doing this is by formal consultation with UNISON.

Q14. What if a task is attached to a vacant post? How do I respond?

A14. You don't do the work.

Q15. How long is the action likely to go on?

A15. The Branch will be regularly reviewing the effectiveness of the action and will notify members of any substantial progress through negotiation. If insufficient progress is made, then, in consultation with members, the Branch may widen the scope of the work-to-rule by including other forms of action, or escalate the dispute by calling a Strike ballot.

Q16. I regularly start/finish work before/after my contracted hours and work through my lunch period. What do I tell my manager?

A16. Management will need to arrange work so it can be done within contracted hours, do it themselves or find and pay somebody else to do it.

Q17. Do I have to take action?

A17. Members have decided through a secret ballot that they wish to take this action and all members are urged to support it.

Q18. Are there any exemptions?

A18. We cannot see a need for exemptions. It is management's job to organise your workload accordingly and ensure that services are delivered safely. If employers approach UNISON for specific exemptions to provide "life-and-limb" cover, the branch will consult members in the teams or services affected for their views before issuing any advice.

Q19. Won't the public see a fight over redundancy packages as a selfish and narrow minded action by the union?

A19. By reducing redundancy compensation terms, the Council wants to make it cheaper to lay-off staff so that it can cut services as deeply and quickly as possible. Most ordinary working people will understand the fairness behind giving staff some financial security when they are made unemployed and forced to look for work. The fact is that, if the council doesn't meet its responsibilities to redundant staff, the taxpayer may end up footing the bill anyway with welfare payments and lost income taxes. A 2x multiplier is affordable and fair. The council does not need to cut jobs and services in this way – the public's right to decent public services is our fight.

Q20. Does this action apply to UNISON members in schools?

A20. No. Schools support staff remain entitled to a 2x multiplier for redundancy and any change in this position must be subject to a separate consultation involving the unions and schools.

Withdrawal of car use

Q21. I work with vulnerable service users. If I refuse to use my car, won't I be putting their safety at risk?

A21. The employer has the primary duty of care to ensure continuity of service and meet safety standards. The law requires that UNISON provide the employer with at least 7 days statutory notification of the Industrial Action, detailing the number and type of

workers at each workplace that are covered by the action. This period of notice is intended to give the employer enough time to reorganise service provision and put in place contingency plans. In this instance it will mean the employer having to ensure that alternative modes of transport are available to meet the needs of the service.

Q22. What about an emergency scenario where, for instance, I'm asked to take a service user to hospital and only my car is available to use?

A22. Depending on the service you work in, there should be a risk assessment undertaken by the employer and specific plans put in place to deal with this kind of scenario. Ask your manager to undertake a risk assessment from the withdrawal of personal vehicles and address this issue now, before it becomes an actual incident that you deal with. Make sure there is full incident-reporting and that the branch is made aware of any risks the employer appears to be deliberately running or about any incidents where the employer's failure to make reasonable provision has compromised you. The employer should make a specific request to UNISON for any official exemptions, which the branch will consider in consultation with the relevant members. In certain circumstances, it may be necessary for UNISON to formally exempt certain individuals or teams from this part of the Industrial Action in order to protect "life-and-limb", and to explore alternative methods of work-to-rule that are lower-risk but effective. Contact your local steward or your branch if you believe that you or your team fall into this category.

Q23. Won't withdrawing our cars compromise the quality of service?

A23. The employer will have to organise other forms of transport to facilitate your work – which will increase the council's costs (at the moment you are subsidising them with your vehicle), but not necessarily affect the quality of service. The fact is that Somerset County Council has already embarked on a brutal programme of cuts which bears no objective reality to its actual financial position or a desire to protect public services in Somerset. A work-to-rule is a way of demonstrating to the public what services could look like after 40% reductions in capacity.

Q24. But if we increase the council's costs by this action, won't they just come back and impose even bigger budget cuts?

A24. The Council's cuts are not guided by economics, but politics. The leader and his cabinet are already planning further attacks on your terms and conditions, and are testing the workforce's appetite for more with this initial cut to redundancy compensation terms. The only argument that will bring this employer back to the bargaining table is one which hurts them in the pocket, as they start to quantify and appreciate the value of staff goodwill and cooperation.

Q25. What happens if our line manager tells us that we have to use our cars as it is custom and practice?

A25. You should have a discussion with your manager and politely tell them the employer has been notified as part of the industrial action you are withdrawing the use of your car for work purposes. Remember that you currently provide your car out of your own goodwill, and you are withdrawing this goodwill because the employer is being unreasonable with its cuts agenda.

- Q26. What if I'm required to travel away from my normal place of work to collect or return a pool car / hire car?**
- A26.** Your contract should stipulate your normal place of work – this could be a specific Somerset County Council workplace or your own home, if you are home-based. Your only obligation is to report to your normal place of work at the start of the working day and for the employer to make provision for transport to enable you to undertake your work as necessary. If this means going to a different location to collect or return a business vehicle, then ensure that the employer makes adequate transport arrangements available for you to be able to return to your workplace within contracted hours and also ensure that you organise your travelling time accordingly.
- Q27. I'm categorised as an Exceptional Car User, and claim the special allowance as an ECU to make my car available to deliver the service – does the Industrial Action ballot allow me to break this commitment?**
- A27.** Yes. As an ECU, you will have been expected to sign a contractual undertaking to provide a car for business purposes, and, in normal circumstances, are required to give three months' notice if you change your mind in order to enable the employer to put in place alternative travel arrangements. However, the 7-day notice of the Industrial Action includes the specific point of withdrawal of the use of your own vehicle, and so enables you to breach that term or condition of your contract, without having to give contractual three months' notice.
- Q28. But hasn't the Employer said that they will remove Exceptional Car User Allowance (£23 per month over 10 months) immediately if I withdraw my car without notice?**
- A28.** Yes. The employer has said that they will withdraw the allowance from anyone in breach of contract for the duration of the action and legally they can do this. Any ECU who has their allowance removed as a result of taking part in the Industrial Action can apply for compensation in full from the Branch. Contact the branch office for an application form or download it from the branch website. We will keep this policy under review during the course of the Industrial Action.
- Q29. I am an ECU, the employer has threatened disciplinary action against me as I have breached by contract by not providing three months notice of withdrawal of my car, what should I do?**
- A29.** Raise this immediately with your Steward. Whilst the industrial action ballot protects you from the employer collectively dismissing staff for breaching their contract for the first 12 weeks of Industrial Action, it does not stop the employer from disciplining you for taking industrial action that breaches your contract. There will be hundreds of existing car users, including those receiving the ECU allowance, taking their cars off road. UNISON will request that all such cases should be dealt with collectively. We will also explore with members an appropriate response to any disciplinary proceedings undertaken by the Employer.

Q30. Can I still use my car to come to the office?

A30. Yes you can but you cannot claim mileage.

Q31. Can I still use my car park permit?

A31. The Employer has advised UNISON that if a member is not providing their car for business use and they have a parking permit, this will be withdrawn. UNISON has sought and obtained clarification that (a) any withdrawal would only be in circumstances where provision of a permit is clearly connected to the provision of a car; (b) any withdrawal would only be for the period of the Industrial Action; and (c) any individual with accessibility issues, either registered as Disabled with SCC or able to evidence an accessibility need, and who needs their car to get to work would not have their permit withdrawn. If your manager withdraws your parking permit, ask them to demonstrate by means of written evidence that the permit issued was on the basis of provision of a car for business use. Share any information you receive with your steward.

A32. If my car park permit is taken away, does that mean I will have to pay public parking charges if I use my car to get to work?

Q32. Yes. Policy on parking spaces and charges will vary across Somerset. If you have your permit withdrawn and we are unable to contest this on policy grounds, then you can apply to be reimbursed by the branch up to the value of the car parking ticket normally required to cover your working hours. Contact the branch office for an application form or download it from the branch website. This policy will be kept under review by the Industrial Action Committee. If you are able to explore other ways of getting to work, such as public transport, without incurring undue personal inconvenience, then please do so to help the branch conserve financial resources.

Q33. If I don't use my car, won't I be out of pocket for mileage claims?

A33. With ever-rising motoring costs, HMRC mileage rates do not even remotely adequately cover the cost of running a typical car – which the AA currently estimates at around 65p per mile. Remember this action is essentially about protecting your job, your core terms and conditions, and the services you provide – not squeezing some extra cash from the expenses book.

Q34. But I drive loads of miles – if I cease to use my car and miss out on expenses, this is a big financial hit. Can the union help?

A34. Members experiencing genuine financial hardship as a result of taking action can apply to the Branch's welfare fund for financial support. If you are in this position, contact the branch for an application form, or download it from the branch website, and if necessary get help from your local steward to fill it in.

Q35. I bought my vehicle with the council's financial help through the Assisted Purchase Scheme and still owe debt on the loan – does that mean I'm not allowed to withdraw use of the vehicle?

A35. UNISON believes that you can withdraw your vehicle in such circumstances without penalty. The employer has stated that it has legal advice to the effect that anyone who refuses to use for business the car they have bought with a loan via the Council's

scheme is breaching their contract. UNISON has reviewed the credit terms of the standard loan agreement and has communicated to the employer that we disagree with their interpretation. There is no explicit requirement under the scheme to keep the business vehicle available at all times. The loan will originally have been advanced on the basis that you do annual mileage in excess of 2,000 miles and are likely to do so for the period of the loan. However, provided you keep up the repayment terms, in UNISON's view, you should be able to withdraw use for business purposes as part of the Industrial Action. The employer has confirmed that it does not "at this stage" see any merit in taking action against an individual that withdraws use of their car and has an outstanding loan. We will keep this issue under review and issue updated advice as necessary in the light of any change in the employer's stance.

Q36. What further options are there to support the work-to-rule / industrial action on car use, if a vehicle is provided to me under the Car Pool Scheme?

A36. Car pool vehicles are not insured for private mileage, therefore you are under no obligation to take the pool car home, even if this is in the interests of the service (for example, due to the time or location of appointments at the start or end of the day). Make sure you count the return journey back to the car collection point (and then your permanent workplace, if different) towards your day's working time and factor this into your plans to leave work at the contracted time.

Q37. I am an Approved Mental Health Practitioner and I have to do emergency assessments within 24hrs. Can I use my own car?

A37. No, this is an assessment that can be planned for. Management need to provide another form of transport either a pool car, hire car, taxi etc.

Q38. At the present time I do my handover outside of my shift, can I continue this way.

A38. No, not if it means you work more than your contracted hours. You need to ask management to devise another system for handover that fits in with your contractual hours.

Q39. I have a training course/appointment/meeting scheduled at the start of my working day away from my normal workplace, I would normally use my own car for this, what should I do?

A39. Report to your normal workplace for the start of your contracted hours, the employer will then have to make provision for both your time and transport to get to the training course/meeting.

Q40. At the moment I do not take a lunch break there is no cover system in place. Should I continue like this?

A40. No, you are entitled to your break, it is managements responsibility to ensure adequate cover and to put in place formal cover arrangements.

Q41. Can I claim for fares for public transport up front.

A41. It is not usual to claim your expenses in advance but if you have difficulties funding this ask your manager for a float, or a pre-paid bus/train ticket.

Branch Telephone Number: (01823) 355567/355568/356136

Q42. What if we have more questions?

A42. Please forward them to us by email at actionforsomerset@unison.co.uk . We will reply directly and we will be updating the Frequently Asked Questions and answers as necessary. Updated FAQs can be found on the website.

www.somersetcountyunison.org