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**AGREEMENT ON FACILITIES FOR INDUSTRIAL RELATIONS
DUTIES AND TRADE UNION ACTIVITIES IN ECGD**

June 2008, revised September 2011



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TRADE UNION FACILITIES AND STAFF RESOURCE

1. This Agreement between the management and trade unions aims to promote good employment relations. It details the arrangements for facilities made available by the Department to employees who are accredited representatives and members of unions recognised by the Department. Attached to this agreement (at Annex A) is the National Facilities Agreement which provides the overall framework for this agreement.
2. ECGD provides facilities for recognised Civil Service trade unions to enable accredited representatives to participate in the business of their union, and undertake industrial relations, consultation and health and safety activities. The facilities include paid time for those activities, together with office accommodation, furniture and equipment and use of telephone, email, fax and IT facilities and notice boards that are provided without charge.
3. The total paid facility time allowed for the above activities is 157 days, just over 70% of one full-time post, based on a working year of 220 days over a 12-month period. Reasonable paid time off is additionally available for union learning reps to do their training and to carry out their duties. Union representatives are also entitled to paid special leave to attend union training courses, seminars and conferences.
4. It is for the TUS to apportion facility time within the overall limit. The TUS Secretary is currently allocated 132 days from this limit on the basis that the role is undertaken over 3 days per week from 1 April 2011. The remaining 25 days should be used as a communal pool of time for all other TUS representatives.

FACILITIES FOR THE TRADES UNION SIDE AND ACCREDITED UNION REPRESENTATIVES

Effective Representation

5. ECGD Management attaches importance to good industrial relations and is committed to employee communications and consultation. The Department believes that these issues have a key role to play in promoting effectiveness. Meaningful and timely consultation is very important for the successful management of change, and to support this



ECGD makes available certain facilities including paid time (Facility Time) away from Official duties to accredited representatives. This Facility Time enables the accredited representatives of the Trades Union Side to carry out the duties associated with their roles.

Notification and Facilities Letters

6. The TUS Secretary or relevant union Branch Secretary will notify Resources Division (RD) of the name of each union member who takes up a Representative post. RD will then issue a Facilities letter, copied to the Representative's Manager, specifying the facilities granted.

Facility Time

7. Representatives need to obtain the prior approval of line management for Facility Time to attend meetings or deal with union matters. Representatives will need to be aware of the cumulative position before requesting Facility Time and should check this with the TUS Secretary (see paragraph 12 below).
8. Facility Time may be granted for the following purposes (the list is not exhaustive):
 - attendance at Departmental Whitley Council annual and sub-committee meetings;
 - attendance at Departmental Trades Union Side committee and sub-committee meetings;
 - meetings with Management;
 - liaison with Management on Health & Safety matters and to carry out Health & Safety activities as union representatives;
 - conducting interviews with and on behalf of members on grievance, conduct, disciplinary matters concerning them and ECGD, and appearing on behalf of members at external boards/hearings related to their Civil Service employment (e.g. Civil Service Appeal Board, a Medical Appeal Board, Employment Tribunal, ACAS);
 - explaining to new employees the role of unions in the Civil Service Industrial Relations system;



- attendance at Branch Executive meetings;
 - progressing general or case specific matters by preparing written material or through telephone discussion;
 - attendance at a Conference of a Civil Service Trade Union as either a delegate or a trainee delegate; and
 - participating as a representative in meetings of the official policy making bodies of the relevant Civil Service union.
- Organising and calling for members meetings
9. Time allowed for meetings should, where appropriate, include reasonable travelling, briefing, and debriefing time. However, all of the latter count as facility time used. Brief telephone conversations that merely acknowledge contact or set up meeting arrangements need not be included in the Facility Time record.
10. Representatives may be entitled to additional paid leave of absence to attend union training courses, seminars and conferences. As this can be treated as Paid Special Leave, RD will authorise this after consulting line-management about the proposed absence from the office. In certain circumstances, unpaid leave may be agreed instead of paid leave.
11. A Representative with an agreed regular day/ time for Facility Time need not seek prior approval from line-management for day to day activities but does need to obtain such approval for absences which takes him/her away from their normal place of work, including visiting other ECGD offices. (The normal recording arrangements, as set out in paragraph 12 below, still apply.)

Recording Facility Time Usage on Form ECG 328

12. Representatives should record all usage of Facility Time, on Form ECG 328. This should be identified as Industrial Relations Duties (IRD), Trades Union Activities (TUA) or Health and Safety Duties (H&S) as appropriate. (Below is guidance as to the definition of IRD, TUA or H&S activity). The duration of time required should be expressed in hours and minutes not decimal hours. The request should be approved by the line-manager nominated by the Director and sent to RD for recording on each occasion that Facility Time is used. An out-turn report will also be sent to the TUA Secretary at the end of the first two quarters and monthly



thereafter and an up-date will be available on request if needed in the interim.

INDUSTRIAL RELATIONS DUTIES

This comprises time spent:

- preparing for and attending joint meetings with Management which normally take place as part of the Whitley system;
- informing and consulting members about the outcome of such meetings;
- attendance at union training courses; and
- dealing with personal cases for individual members.

TRADE UNION ACTIVITIES

This covers:

- preparation for and participation in union committee meetings (e.g. TUS and Branch Executive meetings) not associated with Whitley discussions;
- general duties involved in the role of union representative; and
- acting as union delegate to conferences and other meetings.

HEALTH & SAFETY ACTIVITIES

This covers:

- acting as a Health and Safety representative;
- attending meetings with management; and
- attending relevant training courses.

Additional Facility Time for Pay Negotiations

13. When the Government's pay freeze for public sector workers is lifted, an additional amount of facility time for pay negotiations will be allocated to this agreement. The appropriate amount will be negotiated at that time.



Other Facilities

14. A room will be provided for the exclusive use of TUS. Accredited representatives may use telephone, email and fax facilities (UK destinations), the departmental reprographic facilities, including supply of paper, stationery, and the internal distribution and IDS services, without charge in order to carry out the activities of their accredited roles. After clearance with RD, meeting rooms may be booked for member's consultative meetings and the formal business of unions/TUS (e.g. the AGM round). Meeting rooms may be booked to discuss personal cases in privacy and to hold union committee meetings (e.g. TUS and BEC committee meetings) without the prior approval of RD.
15. Management will provide, without charge, notice boards for the exclusive use of the trade unions. The trade unions are free to exhibit union notices of general interest to staff on their notice boards but notices must not be exhibited anywhere else on official premises without the previous consent of RD. However, notwithstanding this, RD may challenge the propriety of any notice exhibited by the trade unions and, on giving reasons, subsequently to be confirmed in writing, secure its immediate withdrawal. The TUS would be free to make representations to RD about the reinstatement of the notice. The trade unions may also use ECGD's email and Intranet system to circulate the same material and notices to members.

Performance Appraisal

16. Where an accredited representative's facility time is 50% or more, an appropriate trade union representative should fulfill the role of reporting officer with an additional contribution from the line manager of the non-Union post. The HR manager would act as countersigning officer.
17. For those accredited representatives whose facility time allowance is 20% or more but less than 50%, a supplementary report should be completed at the end of the appraisal period by an appropriate trade union representative and passed to the ECGD line manager to attach to the report form. For those accredited representatives whose facility time allowance is less than 20% the report will be completed by the appropriate ECGD manager; there will be no input from any other trade union representatives.



18. The “appropriate trade union representative” will be a matter for agreement between the accredited representative, the trade union representative proposed as reporting officer and the countersigning officer. Agreement should be reached at the start of the appraisal period and the name of the trade union representative notified to RD.

DEPARTMENTAL WHITLEY COUNCIL (DWC) COMMITTEES & SUB COMMITTEES

Background

19. ECGD, in common with other Government Departments, has a formal “Whitley Council” structure for communicating and consulting between management and staff representatives. The DWC is the main joint management/trade union body, consisting of representatives from management (the Management Side) and staff (the TUS).
20. The general objective of the DWC is to secure, as far as possible, co-operation between ECGD management, in its capacity as an employer, and the general body of staff on matters affecting the Department, such as its business functions and structure and conditions of service. A Whitley committee is bound to discuss issues as wide ranging as recruitment, hours, tenure, discipline, pensions, training, office working practices, accommodation, facilities and IT, as well as broad issues about the strategy of the Department.
21. The Department’s TUS comprises representatives of the three trades unions recognised by the Department for collective bargaining and individual representation on behalf of their members as follows:

- Public and Commercial Services Union (PCS)
- First Division Association (FDA)
- Prospect

Departmental Whitley Council (Main DWC)

22. The Terms of Reference: Consultation and communication, at Departmental level, on matters affecting the Departments activities, business strategy and terms and conditions service. The Civil Service national Whitley Council constitution is attached as Annex B.



23. Usually two meetings each year with the Annual General Meeting to coincide with the business planning cycle (May), co-chaired by the Chief Executive and Departmental TUS Chair. Membership would not normally exceed 16.

24. The Management Side would consist of up to eight members, including the Chief Executive, HR Deputy Director, HR Manager and DWC Secretary. The Business, Credit Risk and Finance Directors and other management representatives would attend by invitation, as necessary.

25. The Trades Union Side (TUS) would normally consist of eight members: these would normally be the Departmental TUS Chair, Secretary, Treasurer, Equal Opportunities Officer (appointed by the DTUS), and two representatives from the PCS Union and one each from the FDA and Prospect unions. Officials from union headquarters and external Management Side representatives may also attend subject to mutual agreement.

26. The Secretariat would be provided by RD (the Departmental Management Side Secretary) and would record the main points, conclusions, and any action points arising from meeting. A draft would be circulated to attendees within 14 days of the meeting and the agreed final copy to be placed on the intranet.

27. Extraordinary DWC's would be held as necessary, subject to mutual agreement.

DWC SUB COMMITTEES

HR Management and Diversity Committee:

28. Terms of Reference: To discuss Departmental HR issues affecting terms and conditions of staff including diversity/equal opportunities, training, and staff resource planning.

29. Half-yearly meetings, chaired by the RD Deputy Director.



30. The Management Side would consist of the RD Deputy Director, Equal Opportunities Officer and other RD staff as necessary. The Secretariat would be provided by RD (the Departmental Management Side Secretary).

31. The TUS would normally consist of the Departmental TUS Chair and/or Secretary, TUS Equal Opportunities Officer (as necessary) and other departmental union representatives as necessary.

32. The Secretariat would be provided by RD and would record the main points, conclusions, and any action points arising from meeting. These would be circulated to all attendees within 14 days of the meeting, on a best endeavours basis. The agreed copy to be placed on the intranet.

Health and Safety/Facilities Management Committee

33. Terms of Reference: The promotion of co-operation between management and employees on issues relating to health and safety, accommodation and facilities management in ECGD.

34. Annual meeting chaired by Facilities Manager, who is also ECGD's Health and Safety Officer. Meetings can also be called at any time by mutual agreement.

35. The Management Side would normally consist of the Facilities Manager, other FM staff, and an RD representative as necessary. Facilities Management would provide the secretariat.

36. The TUS would normally consist of the Departmental TUS Chair and/or Secretary, TUS Health & Safety Officer and other departmental union safety representatives.

37. While the aim should be to keep the total size as reasonably compact as possible officials from union headquarters and external Management Side representatives may also attend subject to mutual agreement.

38. FM would provide the secretariat to the meeting. A record of the main points, conclusions, and any action points arising from each meeting should be kept and a personal copy supplied to each member of



the committee within 14 days of the meeting, on a best endeavours basis. A copy of this record should be sent to the most senior executive responsible for H&S and arrangements should be made so that EC is kept informed generally of the work of the committee. A copy of the record to be placed on the intranet.

Informal & Ad Hoc Meetings

39. Other informal and ad hoc meetings would be held as necessary.

“Keep in touch” meetings with Directors (Business, Credit Risk and Finance Groups) and Deputy Directors:

40. Terms of Reference: “Keep in touch” meetings between Directors (and Deputy Directors) and the TUS to discuss issues of relevant local interest to the individual command areas of the Department.

41. Half yearly meetings for each Group, chaired by appropriate Director. Further meetings may be arranged by mutual agreement, for example if there is an ongoing project or proposal being undertaken.

42. The Management Side would consist of the Director other Deputy Directors from within the command area (as required) and an RD representative.

43. The TUS would normally consist of the Departmental TUS Chair and/or Secretary and one other union representative.

44. Officials from union headquarters and external OS representatives may also attend subject to mutual agreement.

45. The relevant Group would provide the secretariat. The record of the meeting, if any, would be limited to action points. These are to be circulated to all attendees within 14 days of the meeting, on a best endeavours basis.



“Keep in touch” meetings with HR Deputy Director:

46. Terms of Reference: “Keep in touch” meetings between the RD Deputy Director and the TUS.

47. Monthly meeting chaired by the RD Deputy Director (or an appointed deputy where this is occasionally necessary)

48. All relevant RD issues, including issues relating to equality, can be discussed within the auspices of these KITs.

49. The Management Side would consist of the RD Director and other members of RD as required.

50. The TUS would normally consist of the Departmental TUS Chair and/or Secretary and one other union representative.

51. Officials from union headquarters and external OS representatives may also attend subject to mutual agreement.

52. RD would provide the secretariat to the meeting. The record of the meeting, if any, would be limited to action points. These are to be circulated to all attendees within 14 days of the meeting, on a best endeavours basis.





Terms of Agreement

53. The provisions of the agreement, including the constitution of the ECGD Whitley Council Annex A may be reviewed at any time subject to mutual consent. In particular, the TUS may request additional facility time where supported by a business case. ECGD management may also propose changes to facility time allowances.

54. This agreement may be terminated by either side upon giving 6 months' notice.

Signed *Sue Johnson*
Print name..... SUE JOHNSON

for and on behalf of the Management Side

Date 15/9/11

Signed *Julian Sharpe*
Print name..... JULIAN SHARPE

for and on behalf of the Trade Union Side

Date 15/9/11



ANNEX A

CONSTITUTION FOR THE ECGD WHITLEY COUNCIL

Membership

1 The Departmental Whitley Council, referred to hereafter as 'the Council', will cover all staff who are employed by ECGD and who are members of a Trade Union within the jurisdiction of the Trades Union Side.

2 It shall normally consist of not more than 16 members. In the spirit of Whitleyism, the meeting will be co-chaired by both the Chief Executive and a representative from the TUS

3 Co-Chair, RD Deputy Director, RD Manager and Secretary, shall be representatives of the Department's Management, hereafter referred to as 'the Management Side'. The 'Management Side' will not normally consist of more than 8 members.

4 The Trade Union Side members of the Council will be drawn from elected trade union representatives within ECGD, normally 8 representatives. The Trade Union Side will be elected in a manner agreed through consultation between the recognised unions.

Quorum

5 The quorum shall be at least 6 people of whom not less than 2 shall be members of the Management Side and not less than 2 shall be members of the Trades Union Side of the Council.

Meetings

6 The Council will meet twice a year, usually in May and October.

7 An agenda will be circulated to all members no later than 14 days before the meeting of the Council. The Secretary will invite both sides to propose agenda items 1 month before the meeting.



8 Business not on the agenda will be taken only by permission of the Co-Chairs. This should be a joint decision. A special meeting of the Council may be called by the Co-Chairs. The business to be discussed at such special meetings will be limited to the matters given as grounds for convening the meeting.

Objectives and Functions

9 **General Objectives:** The general objectives of the Council will be:

- to seek co-operation and agreement between ECGD and its staff in matters affecting ECGD, by appropriate consultation;
- to provide a consultation machinery to deal with terms and conditions of service within ECGD;
- to provide a forum for communication on the Departments activities, business strategy; and
- to provide a forum at which general grievances can be discussed.

10 The scope of the Council's discussion will cover all matters, which address the objectives in paragraph 9

Sub-Committees

11 The Council may appoint sub-committees to discuss particular issues which may not be appropriate to the main Whitley Council or may best be dealt with in a smaller and less formal structure.

Records of Meeting and their Publication

12 The Council will keep a written record of its proceedings to be circulated by the Management Side Secretary to all members not more than 14 days subsequent to a meeting. This record will cover main points, conclusions, and any action points arising and, once agreed by both sides, will be published on the intranet.



Facility Time

13 Members of the Trade Union Side of the Council or of its sub-committees will be given facility time as detailed in the Departmental Facilities Aide Memoire.

Amendment to the Consitution

14 The Constitution of the Council may be amended only at an annual general meeting. Notice of amendment of the Constitution must be given and circulated to the members of the Council at least 21 days before the meeting. Changes to the constitution need to be agreed by both sides.

Facilities Agreement

20

Civil Service National Whitley Council revised agreement on facilities for industrial relations duties and trade union activities in the non-industrial civil service

Introduction

1. This agreement between the Official and Trade Union Sides of the National Whitley Council sets out the principles and practices which govern the facilities made available by Departments to employees who are accredited representatives or members, not being paid union officials, of unions recognised by the Department in respect of non-industrial staff.
2. The agreement, which replaces the one issued as Estacode Circular EC/324, takes due account of the requirements of Sections 27 and 28 of the Employment Protection (Consolidation) Act, 1978, and the provisions of the ACAS Code of Practice No 3 on "Time Off for Trade Union Duties and Activities".
3. Part A sets out the principles relating to the agreement and to industrial relations in general. Part B deals with the practical application of the provisions in the agreement.

Part A — Principles

4. The following 15 principles, which both Sides endorse, form the basis of the agreement:
 - (i) It is for each Department to agree with each of its recognised unions, and with its Departmental Trade Union Side as appropriate, the detailed arrangements for the grant of facilities in accordance with the provisions of this agreement.
 - (ii) It is also for each Department to ensure that the agreement is applied consistently throughout that Department. There is, however, a need for flexibility in view of the requirement to cater for departmental and local circumstances.
 - (iii) The Treasury has a responsibility to ensure that the principles of the agreement are interpreted consistently throughout the Civil Service. Disagreements on points of principle, or requests for clarification as to the intention of this agreement, may be referred to national level. Throughout this Agreement the term "Trade Union Side" should be interpreted as the appropriate level of representation in each case, ie a Trade Union or Staff Side at national, departmental or local level.
 - (iv) It is desirable for members of Civil Service recognised unions to be adequately represented at all levels.
 - (v) There should be effective methods of negotiation, consultation and communication, recognising the joint desire of Management, Trade Union Sides and Unions to deal effectively with each other.
 - (vi) It is for each Department to determine with its Trade Union Side and recognised unions the appropriate machinery of negotiation and consultation.
 - (vii) Union and Trade Union Side representatives have responsibilities to their union or Trade Union Side and to the staff they represent.
 - (viii) Union and Trade Union Side representatives and members have responsibilities to the Department in which they are employed.
 - (ix) Both Sides have a responsibility for ensuring a well ordered system of industrial relations and trade union organisation.
 - (x) It is important to take into account not only the value of facilities for effective representation as a means of promoting good industrial relations, but also the requirements to avoid unnecessary cost and to maintain the effective discharge of departmental functions.
 - (xi) Facilities detailed in the agreement will not be provided for activities consisting of the detailed planning, or the specific implementation, of a decision to take industrial action.
 - (xii) It is important for all levels of management to know the extent of their authority; and for all union and Trade Union Side representatives to know the extent of their duties under the agreement.
 - (xiii) Both Sides have a responsibility to abide by agreements reached, whether nationally, departmentally, or locally.
 - (xiv) The nature and extent of the facilities to be provided for accredited representatives will be for determination within the agreed departmental machinery for negotiation and consultation.
 - (xv) The activities covered by the agreement should be those in which unions and management are jointly involved, and those which are of concern to the unions alone (examples of both kinds of activity are given in paragraph 16).

Part B — Practical application

Accredited representatives

Definitions and coverage

5. An accredited representative is an employee who has been duly appointed to hold office on the Trade Union Side of a Departmental Whitley Council, another Departmental Whitley Committee at any level, a regional or local Whitley Committee or to a union office within the agreed machinery of negotiation and consultation in a Department, or Departments if the representational machinery spans more than one Department. Those offices for which accredited representative status will normally be granted to the holder will be a matter for settlement on the National Whitley Council in respect of national appointments, and on the appropriate Departmental Whitley Council in respect of appointments within the Department or Departments concerned.
6. The Trade Union Side accept that appointments should be notified to the Department in writing, stating the name and office of the appointee, the appointment (or appointments) to be held, the date of their commencement and their duration. The responsibility for notification will rest with the appropriate Trade Union Side Secretary (Chairman in respect of a newly appointed Secretary) for Trade Union Side appointments, and with the headquarters of the relevant union for union appointments. This responsibility may, with the agreement of the Department concerned, be delegated to a lower level in the case of local appointments.
7. Both Sides recognise that it is desirable for accredited representatives to have had practical experience not only of union/Trade Union Side affairs, but also be reasonably familiar with the work of the Department and of the grades of staff they represent. To this end, both Sides accept that it will be possible for accredited representative status, involving a substantial (ie 50% or more) allowance of time off, to be granted only in exceptional circumstances to staff within the first 12 months of probation on entry to the Civil Service. If probationers are elected to union office in such circumstances, confirmation of accredited representative status will be conditional upon the satisfactory performance of official duties.

Personnel management and career considerations

8. As far as possible, management should apply the normal procedures for staff reporting, appraisal and career development for accredited representatives and will take account of the knowledge, skills and experience demonstrated and gained in the time spent on industrial relations duties.
9. Management and Trade Union Sides should agree on the arrangements for assessing the performance of accredited representatives on their industrial relations duties. Reports should be completed annually by the people best qualified to assess the individual's performance. Separate reports may be completed on official and industrial relations duties and, where appropriate, the union or Trade Union Side Chairman or Secretary, and/or a member of departmental management, may complete or contribute towards the assessment made on industrial relations duties. In all cases the signatories to the report should be of a higher grade than the person being reported on, they should have received the necessary staff reporting training, and the countersigning officer should be a line or personnel management position.
10. For accredited representatives, normal Job Appraisal Reviews will be confined to official duties. Appraisal reviews covering industrial relations duties may be conducted at the request of the individual by more senior union or Trade Union Side officials, and/or by a member of departmental management in the course of a Career Development Interview.
11. In all cases the normal principles governing promotion should apply and accredited representatives should be treated neither more nor less favourably than other staff.
12. Although normal disciplinary standards apply to civil servants who are trade union representatives, normally no disciplinary penalty should be imposed on a trade union representative until the circumstances of the case have been discussed with a senior trade union representative or full time official. (Consultation is not necessary over an oral reprimand or written warning as provided for minor offences.) Care should be taken that a disciplinary penalty is not seen as an attack on the union's functions.

Time off allowances

13. Accredited representatives whose responsibilities justify it should be given reasonable time off to enable them to undertake functions as exemplified in paragraph 16:
 - (i) Local paid absence from work should be granted where the duties exemplified in 16(i) are of a limited extent (normally for absences of up to half a day). Where justified by the extent of these duties an agreed regular paid facility time allowance may be allocated.
 - (ii) Paid special leave may also be granted within the limit for each leave year of 25 days (40 days for members of National Executive Committees and Councils) for the activities exemplified in paragraph 16(ii). When considering requests for special leave with pay for these purposes, management will bear in mind the need to avoid disruption of official work and to maintain services to the public, though proper requests will not be unreasonably refused. Additionally unpaid special leave may be allowed in exceptional circumstances for activities like those in paragraph 16(ii). Such unpaid special leave will not reckon for pension purposes unless the union (or the individual concerned) pays a charge of 20% of the notional pensionable salary that would normally have been paid for the period of unpaid special leave.

In addition, the union (or the individual concerned) should continue to pay to the employing department the appropriate contributions to the widows' and dependants' scheme and for the purpose of added years, based on the same notional pay. The 20% charge will vary in line with changes in the secondment charge provided for in paragraph 10277b of the Establishment Officers' Guide.

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

14. The amount of facility time and paid special leave, and the activities for which they are granted, should be agreed with management on the appointment of an accredited representative. They should be a factor in determining the nature and

extent of the official duties which an accredited representative is expected to perform. Calculation of facility time allowances should be made after deducting annual leave, public, privilege and bank holidays from the working year. The amount of time-off in relation to the functions detailed in paragraph 16 may be given as a composite allowance if any Departments think it appropriate to do so. When a time-off allocation is granted, arrangements should be made for the accredited representative to account to a designated manager for the particular use made of time spent away from official duties under this agreement, and the limit up to which he may be allowed time off by the designated manager must be reviewed at least annually by the authority granting it.

Shift workers

15. 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 has to attend as a representative. Depending on the circumstances, and by agreement with local management, he may be allowed paid time off in respect of at least one of those shifts. Shifts so treated should count as one day of paid time off when calculating an overall facility time allowance or when logging paid special leave within the limits set out in paragraph 13.

Functions

16. The functions for which paid time off may be granted under paragraph 13 include:

- (i)
 - a. Attendance at all joint meetings between the Trade Union Side or unions and management.
 - b. Consultation or negotiation with the appropriate level of management on matters of joint concern, eg conditions of service.
 - c. Preparation, including consideration of papers and proposals, for joint meetings, consultation and negotiation.
 - d. Consulting and informing members through the normal channels of communication and exceptionally through meetings as provided in paragraph 17(c) about negotiations and discussions with management.
 - e. Meetings with other accredited representatives or full-time union officers or members, to consider matters of joint concern to both the Official and Trade Union Sides or unions.
 - f. Meetings of the Trade Union Side or union representatives prior to or after a joint meeting to consider matters relating to that meeting.
 - g. Conducting interviews with and on behalf of members on grievance and discipline matters concerning them and their employing Department.
 - h. Appearing on behalf of members before the Civil Service Appeal Board, a Medical Appeal Board (or similar Departmental boards) or an outside official body, eg an industrial tribunal dealing with an industrial relations matter concerning the Civil Service as an employer.
 - i. Explanations to groups of new employees of the role of the union in the Civil Service industrial relations system.
- (ii)
 - a. Taking part as a representative in meetings of official policy making bodies of the union (such as National Executive or Section Executive Committees), meetings of the Trade Union Side, or meetings of Branch Executive Committees.
 - b. Attendance at a Conference of a recognised trade union in the Civil Service, whether as a delegate or as a trainee delegate.
 - c. Representing the union on external bodies relevant to employment in the Civil Service eg at Trades Union Congress meetings.
 - d. Duty as Organiser or Treasurer.

UNION MEMBERS

17. Reasonable requests for time off may be granted to union members, for the following purposes:

- a. Attending a Conference of a recognised trade union in the Civil Service, whether as a delegate or as a trainee delegate.
 - b. Voting at the workplace in union elections.
 - c. Attending union meetings called because of the urgency of the matter to be discussed.
 - d. Attending in a specialist capacity, joint meetings, or meetings of the Trade Union Side, or with full-time union officials, or with accredited representatives, in connection with matters of joint concern to the official and Trade Union Side or unions.
 - e. Attending union meetings at which branches consider and propose resolutions for annual conferences.
 - f. Attending Branch Committee meetings as a committee member who is not an accredited representative.
 - g. Representing the union on external bodies relevant to employment in the Civil Service eg at Trades Union Congress meetings.
18. (i) Where it is necessary for a union to hold a meeting of members for the purposes of b., c. or e. in paragraph 17 above, the union should agree the arrangements with management as far in advance as possible. Where a meeting necessarily involves a large proportion of employees at any one time, management and the union(s) concerned should agree on a convenient time which minimises the disruption of official work and allows services to the public to be maintained eg towards the end of the working day or just before or just after a meal break.
- (ii) Where a flexible working hours system is in operation the appropriate credit should be allowed for attendance at any such meeting.

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TRAINING

19. Within the allowances set out in paragraph 13ii, special paid leave as follows may be allowed to undergo training at courses relevant to representational duties, including induction, specialist and advanced courses organised by the TUC or unions, provided the accredited representative is sponsored by his union headquarters:

- (i) During the first or second year as an accredited representative, up to 10 days.
- (ii) In subsequent years up to 5 days, except that up to 5 days from the following year's training allowance may be anticipated if a TUC course lasts up to 10 days.

20. In order to facilitate members in becoming accredited representatives, a union member may be allowed up to 5 days paid special leave for training purposes.

ADMINISTRATIVE FACILITIES

Office accommodation

21. (i) Every effort should be made to allocate a room to Trade Union Side or union accredited representatives for their exclusive use. Where no room is available for exclusive allocation, Departments should allow the private use of a general room, for example for interviews. Rooms will be allocated on the understanding that they may be reallocated if required for overriding official purposes.
- (ii) In multi-occupancy buildings it may be necessary and appropriate for the Trade Union Side, or for unions representing more than one Department, to share accommodation, after consultation with all parties.
- (iii) Departments are encouraged to provide at their discretion rooms for Trade Union Side or union meetings wherever possible.

Furniture

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

Telephone

23. Accredited representatives of Trade Union Sides or unions requiring access to a telephone should be allowed the use of an official telephone with reasonable privacy, wherever possible, in a room allocated to a Trade Union Side or union. Accredited representatives should observe the general Departmental guidance for economy in the use of telephones for official business. The normal Departmental rules relating to the use of official telephones for other purposes will apply.

Notice boards

24. (i) The local branch of any recognised union may have notice board facilities on official premises. Boards will be provided by Departments without charge.
- (ii) 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 siting and number of boards is a matter for local discussion and agreement. Multi-union boards should be used wherever possible.
- (iii) The titles of unions may be inscribed on the notice boards.
- (iv) Unions are free to exhibit union notices of general interest to the staff on their notice boards but no notice may be exhibited anywhere else on official premises without the previous consent of the Department.
- (v) Notwithstanding iv. above, management may challenge the propriety of any notice exhibited by a union and, on giving reasons, subsequently to be confirmed in writing, secure its immediate withdrawal. The union concerned would be free to make representations to management about the reinstatement of the notice.

Office services

25. (i) Correspondence between Trade Union Sides and unions and their members may be sent (under cover) through the internal distribution system. Material despatched through the post must not be enclosed in official envelopes and must bear the appropriate postal charge.
- (ii) The Trade Union Side and Civil Service unions may also use the Inter-departmental Despatch Service (IDS) for delivery of mail. Where a special call has to be made to collect and deliver mail a standard call charge will be made.
- (iii) Secretaries of Trade Union Sides and branch or section secretaries of unions may be allowed the use of official typing, duplicating and photocopying facilities, where available for essential work in respect of their representational duties, provided that this does not interfere with official work. Exceptionally, personal secretarial or clerical assistance may be provided at the discretion of management.
- (iv) Paper can be supplied to Trade Union Sides and to unions from stock on a repayment basis. The supply of all stationery from stock in these circumstances will be governed by the principle, embodied in Whitley constitutions, that each side of a Whitley body is responsible for its own expenses; common expenses being defrayed in equal proportions. Trade Union Sides should be charged on this basis.

Access to documents

26. Trade Union Sides and accredited union representatives should have access to documents which set out the rules relating to pay, conditions and such other matters affecting employees. Such documents should be supplied to Departmental Trade

Union Sides automatically by the employing Department and arrangements in respect of accredited representatives should be decided departmentally.

Staff joining and leaving Departments

27. (i) Departments will normally arrange to provide the names of new entrants and of those resigning and of incoming and outgoing transferred staff to the Branch Secretary or equivalent level of the recognised union (or unions) for the grade of the persons concerned, or to the Departmental Trade Union Side. Normally this information should be provided to the appropriate union official at the local level, unless the unions request it to be provided at a different level.
- (ii) Departments will normally also, where practicable, and at the request of a Branch Secretary or his equivalent, allow an accredited representative of the appropriate Trade Union Side or recognised union to address new entrants during induction training on the role of unions in the Civil Service. Management may be present at such sessions if they wish. Where induction training is not provided for new entrants within 4 weeks of their taking up appointment, Departments should allow accredited representatives of the appropriate recognised union to meet new entrants.
- (iii) Recruitment of new members on official premises should be allowed subject to agreement between management and union representatives with regard to timing.

Election of union representatives in official time

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

TERMS OF AGREEMENT

29. This agreement may be terminated by either side upon giving 1 year's notice. The provisions of the agreement may be reviewed at any time at the request of either side.