

## **CLATTERBRIDGE CANCER CENTRE NHS FOUNDATION TRUST FACILITIES TIME AGREEMENT**

### **COMMENCEMENT DATE**

This Agreement commences on 1<sup>st</sup> March 2017

### **INTRODUCTION**

The Trust supports the system of collective bargaining and the principle of solving employee relations problems by discussion and agreement.

All parties recognise that it is vital to good employee relations for the workforce to be properly represented by the recognised union. Furthermore all parties believe that a truly representative and effective union will enhance workforce employee relations.

The Trade Union and Labour Relations (Consolidation) Act 1992 (S168(1) and (2)) makes provision for employees to be given the right to time off under various circumstances. The following sets out these provisions as agreed by the Trade Union and the Trust in this respect.

### **REPRESENTATION**

The provisions of this agreement shall apply to accredited representatives of the recognised unions, who have been duly elected or appointed in accordance with the rules of their Union.

The Union will determine the appropriate number of representatives they wish to appoint, having regard for the size and location of its membership. The Union agrees to inform the Trust in writing of the names of all elected representatives at the earliest possible opportunity and to notify the Trust of any subsequent changes. Persons whose names have been notified to the Trust shall be the sole representatives of the trade union membership.

### **FACILITIES TIME FOR GENERAL TRADE UNION REPRESENTATION**

This agreement seeks to establish a formal policy and procedure on trade union duties and activities in accordance with the legislative framework. It is recognised that it is not possible to be prescriptive about all duties, activities and the time required to carry them out. It is agreed that requests for time off will not be unreasonably refused.

Accredited representatives will be permitted paid time off during working hours to carry out duties that are concerned with any aspect of collective bargaining and representation of individual members, including:

- terms and conditions of employment including physical working conditions
- engagement, termination or suspension of employment and the duties of employment
- allocation of work or the duties of employment as between employees or groups of

employees

- discipline and grievance
- activities associated with trade union membership
- facilities for officials of the union.
- machinery for negotiation or consultation and other procedures; procedures for collective bargaining, disputes, joint consultation, communicating with members and other trade union branch officers.

## **THE FUNCTION OF REPRESENTATIVES AND OFFICIALS**

The Trust and the Union recognise that the industrial relations functions of representatives and officials are important duties in additions to their duties as employees of the Trust. Their functions and responsibilities are as follows:

- To be responsible to and for a group of members;
- To undertake industrial relation duties operating within the policies of the Union. Issues may include members' grievances, discipline, learning, health and safety, equal opportunities, service conditions, and any matter listed in [section 5.2] of this Agreement;
- To seek full Trade Union membership amongst all employees of the Trust;
- To communicate with members and to communicate with Management, the Joint Negotiating bodies and with the relevant Union bodies;
- To represent the Union in the joint negotiating and joint consultative machinery at local, regional and national level;
- To meet with other representatives, officials or full-time Union officers on matters covered by this Agreement;
- To attend meetings of the Trade Union of which the person is a representative or of which he/she is an official, (such as Branch or Branch Committee Meetings);
- To seek to ensure that agreements are adhered to;
- To organise meetings of members during working hours in accordance with the ACAS Code of Practice and any prevailing local agreements.

## **FACILITIES TIME FOR HEALTH AND SAFETY REPRESENTATIVES**

The trade union is responsible for the appointment of health and safety representatives. The organisation has the duty to permit safety representatives such time off with pay as necessary for the purposes of :



- Performing their functions under health and safety legislation
- Undergoing such training as is reasonable
- Attending Health and Safety meetings on local, regional and national levels where appropriate.

## **FACILITIES TIME FOR TRADE UNION ACTIVITIES**

To ensure that workplace meetings are fully representative, paid time off for trade union representatives and members may be considered for:

- attending workplace meetings to discuss and vote on the outcome of negotiations
- meeting full time officials to discuss issues relevant to the workplace
- conducting Union elections

The Trust and Union also recognise that it is in the interests of the effective and democratic operation of the Unions that representatives or officials participate in other activities of the Union. Reasonable time off during working hours will be granted for these purposes which may include:

- Participation, as a representative, in meetings of official policy making and consultative bodies of the Union such as annual conferences or regional meetings.
- Representing the Union on external bodies such as committees or working parties within the official union structure.
- Holding office on official bodies of the Union.
- The Union will notify the Trust at the beginning of each year of the anticipated calendar of such events wherever possible and the likely number of representatives who will be required to attend.

## **FACILITIES TIME FOR BRANCH SECRETARIES AND SENIOR REPRESENTATIVES OF UNIONS**

Branch Secretaries and Senior Union Representatives will be allowed to spend their proportion agreed time on trade union duties.

At the end of a period in office, the Branch Secretaries/Branch Chairperson/Senior Representatives shall:

EITHER return to their substantive posts subject to: some other arrangement agreed either prior to or during a term in office: and the availability of the post, e.g. in circumstances where their work area has been restructured, in which case prior consultation will have taken place.  
OR: be redeployed to some other suitable post.

## **FACILITIES TIME FOR ACCREDITED REPRESENTATIVES**

Representatives appointed will be given reasonable paid time off during normal working hours to carry out functions related to their representational responsibilities.

## **SPECIAL ARRANGEMENTS FOR FACILITIES**

In the case of employees who work shifts or unsocial hours, the Trust will allow reasonable time off for trade union duties and normally will make suitable arrangements when the duties fall outside their on-duty hours.

Where representatives attend meetings called by management, management will always try to ensure that the meetings take place while the appropriate representatives are on duty, either by adjusting dates of meetings, amending rotas where possible by agreement with the individual concerned.

When representatives, other than those with full-time secondment, attend meetings called by management during their normal working hours which extend beyond normal finishing time, they will be paid at plain time rates for the additional hours worked or may take time off in lieu.

If a meeting is to take place on the representative's day off or while the representative is not on duty then an equivalent amount of time off in lieu will be given at a time agreeable to both parties, subject to the contingencies of the service. If it is impossible to arrange time in lieu then payment for this time will be made.

In the case of disabled representatives, the Trust will allow reasonable additional time and facilities, if necessary, and make suitable arrangements to allow them to carry out their responsibilities.

## **FACILITIES TIME TO COVER RELATED WORKPLACES**

Any extension of representational rights to cover employees outside of the Trust, will be subject to agreement on a case by case basis.

## **PAYMENT FOR FACILITIES TIME**

Trade Union representatives engaged on recognised duties as indicated above, will be paid either the amount they would have earned had they worked during the time taken or, where earnings vary with the work done, an amount calculated by reference to the average hourly earnings for the work they are employed to do. This amount will include average bonus or overtime payments where these are contractual.

Senior branch officers who spend the whole of their contractual time on trade union duties will be entitled to the full package of pay and conditions which they would normally have received had they been working, including all allowances and any rights to professional training or registration.

Travelling and subsistence costs will be reimbursed to accredited representatives for periods of work approved in accordance with this agreement.

## **COVER AND BACKFILL**

During the approved absence of workplace representatives carrying out their duties under this agreement, the Trust will endeavour, wherever necessary, to provide alternative cover at the representative's workplace.

Where major projects require sustained time off for workplace reps, the project plan will take



account of and fully fund backfill for the duration of the project to ensure that representatives can direct the full weight of their expertise throughout the process. The Trust and the union will jointly agree the numbers of trade union representatives involved in each aspect of work and allow sufficient funds to be made available to facilitate the work as part of the project plan.

## **TRAINING**

Reasonable time off with pay will be granted to attend training courses approved by the TUC or union. The Trust supports the need for newly appointed trade union officials to be granted reasonable time off for initial training in basic representational skills as soon as possible after his or her appointment. Following this further reasonable time should be considered:

- For further training, particularly where the official has special responsibilities
- To deal with changes in the structure or topics of negotiation, or where significant changes in the organisation of work are contemplated;
- Where legislative changes affect the conduct of employee relations.

The Trade Unions must give adequate advance notice of course dates in writing to relevant line-managers and co-operate in making arrangements to cover jobs during the absence of Representatives on courses. Details of the course should be provided, upon request.

Part-time employees who are required to attend recognised training courses as detailed above will be paid for the whole of their attendance time, even if it exceeds their normal working hours.

## **PROCEDURES**

Before taking time off, the accredited representatives must obtain the permission of their manager, informing the manager of the general purpose of the time off, the intended location, the expected timing and duration of time off required.

Representatives will be required to complete and submit facility time-recording sheets on a regular basis to the relevant Trade Union Chair.

The employer will ensure that management at all levels are familiar with agreements and arrangements relating to this agreement.

## **TRADE UNION FACILITIES**

The Trust agrees to provide defined facilities to the Union representatives to enable them to discharge their duties including: provision of secure office space; a notice board; access to confidential telephone, fax, internal mail and email; reasonable use of equipment such as telephones, franking machines, photocopiers, and PC's; reasonable accommodation for meetings and trade union education, and reasonable access to administrative support and secretarial services.

## **NO DETRIMENT**

Individuals will not be discriminated against during the course of their employment for membership of a trade union or activities as a union representative.

**DISPUTES**

The Trust and the Union agree to make every effort to resolve disputes in relation to time off for trade union duties and activities.

Where permission to take time off is withheld, an explanation for the reason(s) will be given by the appropriate representative of management.

If the Union official is dissatisfied with the decision, the matter may be referred to the Head of HR (Business Support).

If agreement cannot be reached, the matter may be referred to the Strategic Partnership Forum.

**AMENDMENT OR TERMINATION OF AGREEMENT**

Either party may submit proposals in order to amend this agreement. Such proposals will be in writing to the parties concerned will be the subject of joint discussions.

Both parties agree to review this Agreement in twelve months and annually thereafter.

Signed ..... *M Bebbington* .....  
On behalf of Clatterbridge Cancer Centre

Date..... *24/4/17* .....

Signed..... *R O'Leary* .....  
Trade Union Partnership Lead (Clatterbridge Cancer Centre)

Date..... *19/4/17* .....