PEOPLE POLICIES AND PROCEDURES

TRADE UNIONS

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Note – this document was originally published in July 2009. On 21 October 2015 the Partnership Agreement at Annex A was replaced with the revised Partnership Agreement which was signed on 24 September 2015. The signed version is available separately on the Intranet. The other Agreements have remained unaltered.

- Annex A - Partnership Agreement
- Annex B - Collective Bargaining Agreement
- Annex C - Agreement on Facilities for employee relations duties and trade union activities

ROLES AND RESPONSIBILITIES

Line managers are responsible for:

- Familiarising themselves with the Agreement on "Facilities for employee relations duties and trade union activities" when a member of their staff is a trade union representative
- Allowing trade union representatives reasonable time off to undertake trade union duties and ensuring that a record of same is maintained for accountability purposes
- Where a team member has a significant facility time allowance, adjusting workloads and objectives accordingly
- Discussing with a member of their staff who is a trade union representative whether objectives linked to trade union activity should be included in the annual Performance Management Review and competencies evidenced as appropriate. Ensuring that if such objectives have not been included that they do not comment on trade union activities when discussing performance management issues.
- Allowing staff who are trade union members to attend trade union meetings held during normal working hours

Individuals are responsible for:

- Agreeing time off for union duties with line managers and keeping a record of same via flexi and/or leave sheets

PPCS (People) is responsible for:

- Consulting local trade union representatives in accordance with the Partnership Agreement and Trade Unions Policy/Partnership Forum principles

- Notifying line managers of staff who have become accredited representatives (TUS to provide details)

- Determining, in consultation with TUS and individual Unions, the amount of facility time to be granted for accredited representatives

THE POLICIES

1. Definition of TUS

1.1 Trade Union Side (TUS) is the umbrella body that co-ordinates the views of the three trade unions recognised by the WAG. The three unions are:

- **PCS** (The Public and Commercial Services Union) which represents staff at all levels within WAG
- **PROSPECT** which represents primarily professionals, managers and specialists and;
- **FDA** which represents senior managers and professionals from Grade 7 to the top of the Senior Civil Service, plus Fast Stream entrants.

1.2 No trade union may be recognised within WAG which is not a member of the Council of Civil Service Unions.

2. Working in Partnership

2.1 Management and TUS are committed to working in partnership. The Partnership Agreement which embodies the principles of Whitley and is complementary to, but does not supersede, established Whitley procedures, is at Annex A.

3. Collective Bargaining Agreement

3.1 The Agreement between WAG and the Trade Union Side setting out the consultation and negotiating arrangements on issues relating to pay, pay related allowances and related matters is at Annex B.

4. Provision for time off for trade union activities

4.1 Sections 168-169 of the Trade Union and Labour Relations (Consolidation) Act 1992 place an obligation on employers to permit an employee who is an official of an independent and recognised trade union to take time off for certain purposes.

4.2 Section 170 of the same Act places an obligation on employers to permit an employee who is a member of an independent and recognised trade union to take time off in certain circumstances.

4.3 The principles and practice governing time off for employee relations duties and trade union activities are set out in the WAG Partnership Forum Agreement on facilities for Employee Relations Duties and Trade Union Activities at Annex C.

5. The WG's performance management system

5.1 The ACAS Code of Practice on time off for trade union duties and activities states that employees who are members of independent trade unions recognised by the employer are to be permitted reasonable time during working hours to take part in any trade union activity.

5.2 The WG supports these principles and encourages staff participation in trade union activities. WG also recognises and appreciates the skills gained and developed by staff undertaking trade union work. Staff, therefore, must not be penalised under the performance management system for carrying out trade union activities or accredited trade union representative duties. At the start of the year as part of the performance planning process the Jobholder and line manager should discuss the amount of facility time that has been allocated to their trade union role. Line managers should adjust expectations of output and performance objectives accordingly. (for further information please see para 9 in the Facilities Agreement at Annex C)

5.3 Trade Union Side is available to take part at any stage in the performance management system's appeals procedure.

6. Political Activities

6.1 Civil servants do not need permission to take part in activities organised by their trade unions. Elected trade union representatives may comment on Government policy when representing the legitimate interests of their members, but in doing so they must make it clear that they are expressing views as representatives of the union and not as civil servants. More details about the rules governing political activities can be found in the Political Activities Policy.

7. Participation in opinion polls and market research surveys

7.1 Employees who are elected national, organisational or branch representatives or officers of a recognised trade union need not seek permission before publicising union views on an official matter which, because it directly affects the conditions of service of members of the union as employees, is of legitimate concern to their members, unless their official duties are directly concerned with the matter in question. More details are available in the Code of Conduct for Staff.

8. Right to be accompanied

8.1 The Employment Relations Act 1999 gives an employee a statutory right to be accompanied by a trade union official (or colleague) at a formal disciplinary or grievance hearing.

Annex A

WELSH GOVERNMENT

PARTNERSHIP AGREEMENT

1. Background

1.1 In 2012, a revised Partnership Agreement for Public Services in Wales entitled *Partnership and Managing Change* was agreed between the Welsh Government, Wales TUC Cymru, Welsh Local Government Association (WLGA), NHS Wales and other stakeholders associated with the Workforce Partnership Council. The Agreement develops the concept of Social Partnership in Wales, with trust and shared understanding representing the cornerstone of such social partnerships. The Agreement set out a shared vision by the stakeholders for public services in Wales and made a commitment to a set of principles relevant to managing change in public services.

1.2 This agreement takes account of developments at the Public Service Workforce Partnership Council including *Working together for Wales-A Strategic Framework for the Public Service Workforce in Wales* and the importance of sector groups (including the devolved civil service group) to the work of the WPC.

1.3 The current WG Partnership Agreement between Management and TUS has been reviewed and refreshed to take account of these developments.

2. Introduction

2.1 The Partnership Agreement informs the way that business is conducted between Management and TUS. This was previously carried out via Whitley Council arrangements, known since 2009 as the Partnership Forum. This is in addition to any informal working arrangements that may also be in place.

2.2 The Welsh Government Management (WG) and Trade Union Side (TUS) (which consists of the three trade unions which are formally recognised within WG, namely PCS, Prospect and FDA) are committed to effective partnership working and agree that a shared vision for improving delivery of public services in Wales and the lives of the people who work within the Government can be best achieved by this approach.

3. Mutual Objectives

3.1 The WG and TUS are committed to effective industrial relations, through a social partnership approach, working at all levels within WG, both structurally and geographically. This includes a commitment to;

- the continued success of WG.

- developing and maintaining WG as an exemplar employer.
- Working with trade union members and management to ensure there are no barriers to delivering Ministerial priorities
- all members of staff being supported to deliver an effective service for the people of Wales.
- a mutual understanding of the context in which we are all working, and shared commitment to resolve the key challenges that this creates for management and unions

4. The Meaning of Partnership Working

4.1 Partnership works on the basic principle that the aims and objectives of an organisation can best be achieved by management, staff and by their recognised trade unions, working together in a spirit of cooperation and collaboration. For the purposes of this agreement, partnership is defined as “a commitment by both parties to work together on all matters of common interest”.

4.2 In broad terms partnership will involve the development of working practices and relationships between the two parties. It stresses the importance of staff engagement in the decision making process at all levels within the organisation and engenders the creation of trust and shared approaches to problem solving.

4.3. The Partnership Agreement is based on the willingness of participants to be open with each other and to agree joint working arrangements that are mutually acceptable to each party.

4.4 This Agreement recognises that either party may have different legitimate interests. Both parties will respect each other’s views.

4.5 Partnership is an interest based relationship – that is, a relationship not simply based on power and rights but on the satisfaction of mutual as well as separate interests

4.6 To this end, it is recognised by management and trade unions that on a national level, there is no scope for exemptions or flexibility for individual unions in respect of notified strike action. On a local level, individual unions and management will enter into open dialogue before any significant action is taken. If national action is to be taken, individual unions agree to inform management in a timely manner.

4.7 The Welsh Government has always recognised, as have trade unions, that union representatives have statutory rights to perform their duties. We seek to work together in a positive manner, including protection from dismissal or detriment for union representatives in carrying out their duties.

5. The Principles of Partnership Working

5.1 The following principles underpin partnership working based on a shared commitment to the success of the Welsh Government and the delivery of a high quality public service for the people of Wales:

- Both parties enter into partnership with equal status;
- Mutual trust and respect built through greater interaction;
- Agreement on mutual goals and objectives;
- A commitment to joint problem solving;
- Joint involvement in strategic planning;
- Joint information sharing and provision of information with the aim of reaching agreement;

The purpose of identifying these key principles is to engender a culture where there are “no surprises” and one where matters affecting staff are dealt with in a spirit of trust and mutual respect.

6. Openness and Confidentiality

6.1 All papers presented to Partnership Forums or other joint working structures will be marked as either “for publication” or “in confidence”.

6.2 Both parties will respect confidences.

6.3 Trade Unions may circulate management material supplied in confidence to their Committees for discussion. However, all Union Committee members and National Officers will be under a duty to respect that confidence. This means that documentation received in confidence cannot be disclosed to any third party[1] or circulated more widely for any purpose but is intended as a means of fostering constructive discussion within and between Unions and formulating a position on which to respond to management if necessary.

6.4 **Annex 2** sets out a protocol which must be followed by management and Unions when sharing documentation with colleagues which has been provided by either party under the terms of this Agreement.

6.5 Likewise, management may share union material supplied in confidence with the Business Group, Deputy Permanent Secretaries or Director General, other committees or individuals by mutual agreement. Management, too, will be under a duty of confidence following the same principles set out in 6.3 and 6.4.

[1] This includes individual trade unions’ Information Officers, National Officers, the press or any other parties not involved in the particular issue concerned or anyone who is not entitled to have access to information provided to a Welsh Government trade union representative who is a member of an internal board or other body in an observer capacity.

7. Terms of Reference (TOR)

7.1 Mutually agreed Terms of Reference will be developed for each particular DG Forum, Partnership Forum sub-group or joint project, based on the above principles, to indicate the subject matter that each will consider.

7.2 **Annex 3** sets out the Working Arrangements that apply to this Agreement.

8. Formal Consultation and Joint Working

8.1 Both sides recognise that there is an internal democratic framework adopted by the recognised trade unions when formally consulting with their members. Both sides will be realistic in their expectations and have due regard to the complexity of the negotiations.

8.2 Timings for consultation will vary according to the importance or complexity of the subject matter. Where matters are complex and affect a significant number of staff, trade unions may wish to consult their members before responding to any proposals. The agreed standard consultation time is 8 weeks however early engagement, consulting unions at the inception of a proposal, ahead of formal consultation can reduce this.

8.3 During the TOR stage (described under point 7 above for Forums and Projects), it will be agreed whether the negotiations will form part of the formal consultation stage with the aim of reducing the timeframe for formal consultation with TUS. In these circumstances the consultation timeframe should conclude within 4 weeks. However where the change is more complex, it may be necessary that the consultation period will be for a minimum period of 8 weeks.

8.4 TUS or individual unions will inform management in a timely manner when they will seek views of members via large-scale surveys, etc.

8.5 Where the outcome of joint working has produced agreement on both sides, the TUS will, wherever they feel it appropriate, provide a recommendation to their Branch Structures of the individual unions in order to reduce further the overall consultation period.

8.6 The parties to this agreement are committed to adopting current agreed best practice on managing change and reproduced below is the relevant extract from *Partnership and Managing Change*[2] to underpin this agreement:

[2] Found here: http://www.cardiff.ac.uk/socsi/research/researchcentres/cglr/events/Wales%20Social%20Partnership%20Agreement.pdf

"The following expectations will need to be fully met in order to implement this partnership agreement:

1. We expect employers and trade unions to agree a ***Policy Statement***[3] *at the outset regarding managing change. The statement should include a clear vision supported by both parties which emphasises a corporate approach to managing change. It is the aim of the Social Partners that a culture of shared objectives and joint ownership of problem solving will become commonplace throughout.*

2. We expect Social Partners to adopt early ***planning*** *of change with clear and realistic timescales. It is essential that due process is followed which allows for all parties to properly consider and shape any proposals which may be under consideration.*

3. We expect meaningful ***consultation***[4] *and negotiation with Trade Unions to be mainstreamed into the change process. Cross sector and cross organisational working may lead to complex lines of accountability and particular attention should be paid to operating in a collaborative context. Employers and Trade Unions should seek to ensure the process is integrated and seamless.*

4. We expect ***communication*** *with all stakeholders, including the workforce, to be a key component of any change process. Social Partners should agree a communication plan in advance of any change process. In a properly functioning partnership joint employer and union communication with the workforce will play a significant part.*

5. We expect Social Partners to facilitate and encourage ***training*** *both in partnership working and change management to underpin the process. The training should include knowledge and application of this Agreement and any locally agreed arrangements.*

6. We expect employers to commit to a full and lasting obligation to trades union recognition. In this setting, social partners will advocate ***the benefits of trade union membership****, not least in assisting to help reduce labour turnover, increase staff morale and commitment, and improve productivity. This will involve local arrangements to facilitate and encourage trades union membership throughout the workforce"*

[3] This Partnership Agreement is our policy statement.

[4] Meaningful consultation takes place under the provisions of this agreement and by involving trade union representatives in programme and project boards which manage change processes within Welsh Government.

9 Partnership Training

The parties recognise that partnership working requires a change in culture and behaviours to be successful. We are committed to adopting the partnership training programme approved by the WPC as an important element in the transition to a partnership model. The training will start with the Board and be cascaded through DG business areas.

10 Disagreements

10.1 While every effort will be made to proceed by agreement, both parties recognise that there may be occasions when agreement cannot be reached. If the issue is one for consultation rather than negotiation, management may decide to proceed without agreement, but they will in such circumstances provide an explanation in writing to TUS as to why their input has not been accepted. Disagreements shall, in all instances, be recorded and a joint statement issued where appropriate and agreed by both parties.

10.2 Any disagreement on an issue which is for negotiation and which cannot be resolved through the usual channels and DG Partnership or relevant Forum will be referred to the Partnership Forum. Depending on the nature of the issue, an extraordinary meeting of the Partnership Forum may be required. If that does not result in resolution, consideration may be given to involving a third party (e.g. ACAS) in a final attempt to reach agreement.

11. COLLECTIVE DISPUTE RESOLUTION PRINCIPLES

11.1 There may be occasions when collective disputes arise and will need to be addressed. In such circumstances, the aim will be to resolve disagreements as speedily and as close to the source as possible within all individual business areas of WG. There may be situations, however, where union national headquarters may wish to raise larger issues which are clearly significant in the context of the application of national agreements.

12. Review

12.1 This document replaces the Partnership Agreement signed by the Permanent Secretary and the Chair of the Trade Union Side on 9 July 2009.

[5] The Workforce Partnership Council (WPC) is made up of Ministers and representatives of public services and trades unions, working in partnership to identify best practice on workforce matters, to enable successful collaboration and service integration, and improve public services.

12.2 This agreement may be reviewed at any time. It can only be amended with the agreement of both parties. However, it may be terminated by either party by giving 6 months written notice.

The following annexes form part of this Agreement:

Annex 1 Partnership Forums and Structures
Annex 2 Protocol on sharing information provided to recognised trade unions in confidence
Annex 3 Working Arrangements in respect of negotiation, consultation, statutory consultation and joint working
Annex 4 Partnership Forum Chart

Signed: …… ……

Shan Morgan	**Katie Antippas**
PERMANENT SECRETARY	**CHAIR - TRADE UNION SIDE**
Date:	**Date:**

Annex 1

Partnership Fora and Structures

The Welsh Government Partnership Forum is made up of a number of established Forums that meet on a regular basis, as follows:

- The **Partnership Forum** (formerly known as the Whitley Council) currently meets twice a year and is made up as follows:

For Management:	The Permanent Secretary; Director, Office of the First Minister or Director of Governance, Office of the First Minister and Cabinet Office (OFM&CO); Deputy Permanent Secretary, Economy Skills & Natural Resources Group; Deputy Permanent Secretary, Education & Public Services Group; DG Health/NHS Chief Executive, Health & Social Services Group; and, HR Director, OFM&CO Deputy Director, Expert Services & People, OFM&CO
For TUS:	The TUS Chair TUS delegates from PCS, Prospect, FDA[6] Additional TUS representatives by mutual agreement
Secretariat:	Head of HR Policy, Employee Relations, Equality & Case Advisory Team, OFM&CO Policy Development Officer, OFM&CO

  The purpose of this Forum is to raise and resolve high level issues involving WG staff in the spirit of partnership.

- **HR People Forum** – meets bi-monthly and is the main conduit to consider terms and conditions, strategy and policy and equality and diversity.
- **Health, Safety and Wellbeing**
- **Site Health and Safety Committees, Accommodation and Facilities** (as required);
- **Departmental Partnership Forums**; and
- **Project Forums** – as required, depending on specific business needs and initiatives;
- **Project Boards** –TUS invited as participative observers as appropriate.

[6] TUS delegates as set out in the Trade Union Side constitution which permits up to 6 representatives from PCS, 1 from FDA and 1 from Prospect. The TUS Vice Chair and TUS Secretary should attend as part of this delegation.

The Forums are the conduit for engaging and involving staff in issues affecting them; staff will be invited to join Workshops and sub-Forums as appropriate.

Arising from the outcomes of the various Forums and joint projects, both partners will jointly agree the formal communications sent to staff on matters affecting them where it is decided that a joint communication is appropriate.

Management & Trade Union Side will nominate specific individuals to participate in each of the Forums, Committees and joint projects. The nominated individuals will attend each meeting of the particular body (unless unforeseen events arise) to enable continuity of proceedings and the effective functioning of that body.

Annex 2

Protocol on sharing information provided to either party in confidence

1. Management and Trade Union representatives within the Welsh Government are Civil Servants and are required to uphold the values within the Welsh Government Civil Service Code to undertake all their duties with integrity, honesty, objectivity and impartiality, including political impartiality.

2. Information provided to either party 'in confidence' or 'for circulation' must be treated as OFFICIAL: SENSITIVE. In accordance with the Welsh Government Security Policy, documentation marked OFFICIAL: SENSITIVE can be posted in hard copy or delivered in person by hand, provided it is double enveloped with the address of the recipient on both envelopes and the inner envelope features the protective marking. Documents marked OFFICIAL: SENSITIVE can be sent via the GSI, **provided the following arrangements have been adhered to**:

    - on each occasion you wish to forward something to another party, you have express written permission to do so from the person who provided the document or the Chair of the Board/Committee for which the document was provided;

    - you have written permission from the Information Asset Owner to send the OFFICIAL: SENSITIVE document(s) to non-GSI addresses for business reasons and have followed the correct procedures to arrange encryption of such documents; and,

    - you inform the recipient(s) that the documentation is being provided for their sole information and must not be passed on or discussed with a third party in any forum or medium.

    - Exceptionally there may be rare occasions when the recipient may need to share the documentation with a third party. In such circumstances, the recipient must seek written permission from the Information Asset Owner and, if granted, must follow the arrangements outlined above regarding the mechanism for sharing the documentation.

'How Do I' Guides on sending OFFICIAL: SENSITIVE material to non-GSI recipients and on encryption of documents can be found on the Information Management section of the intranet.

Annex 3

Working Arrangements

Communication between management and TUS can take a number of forms:

(i) Negotiation

Negotiation is the method used to arrive at a common position on those issues for which an agreement is a requirement.

This would include:
Pay
Grading
Conditions of Service
Redundancy

Negotiations on these issues will take place between defined teams from both parties, and shall not normally be subject to pre-defined time limits for completion.

(ii) Consultation

Consultation is the method used to engage the views of the other party with a view to reaching agreement. For consultation to be meaningful, both management and TUS should present any proposals to the other giving clearly defined timetables for reply and the method for doing so. Informal meetings may be held between the parties to assist the process, but these should not replace the formal mechanism.

Issues appropriate for consultation include:
Workforce planning
Recruitment & Deployment
Training and Career Development
Budgets
Accommodation
Performance Management Procedure
Equality and Diversity
Location
ICT

Plus any other issues in which TUS has a legitimate interest.

(iii) Statutory Consultation

There are several areas for which there is a statutory requirement to consult with TUS, namely:

Health and Safety
Redundancy
Information for collective bargaining
Information prior to transfer of business
Facilities for union officials and safety representatives
Derogation from the Working Time Regulations

(iv) **Joint Working**

Joint working is particularly relevant for reviews and project work. It involves joint working between management and TUS from the commencement of a project or review through to its conclusion and implementation. The key aspect of joint working is the involvement of TUS representatives in the actual working up of policy documents ahead of the formal consultation process. It shall not replace the need for formal consultation at an appropriate stage.

The primary aim of joint working is to ensure that resulting policy documents reflect the views of both parties.

Where joint working is applied, both parties will agree a timetable that provides sufficient time for formal consultation.

Annex 4

PARTNERSHIP FORUM
Comprising Management and Trade Union Side
(previously known as Whitley Council)

Health Safety & Wellbeing Board
inc Accommodation
and Facilities, and
Well Being Meetings
(Site H&S/House Committees - as required
(Department Committees – as required

HR People Forum

Project Forums

(as required)

Project Boards

(TUS – participative observers)

Departmental Partnership Forums

Office of the First Minister and Cabinet Office	Deputy Permanent Secretary, Economy, Skills & Natural Resources Group	DG Health/NHS Chief Executive, Health & Social Services Group	Deputy Permanent Secretary, Education & Public Services Group

Annex B

PEOPLE POLICIES AND PROCEDURES

PAY – COLLECTIVE BARGAINING AGREEMENT

The agreement between the Welsh Assembly Government (WAG) and the Trade Union Side setting out the consultation and negotiating arrangements on issues relating to pay, pay related allowances and related matters is set out below.

COLLECTIVE BARGAINING AGREEMENT

Introduction

1. This Agreement (the "Agreement") between the Welsh Assembly Government (the "WAG") and those Trades Unions recognised by it (The "Unions") establishes the framework within which consultation and negotiation can take place between the WAG and the Unions on issues relating to pay, related allowances and related matters. The "Agreement" means this principal Agreement and any Annexes.

2. For the purposes of this Agreement the WAG recognises the FDA, the Public and Commercial Services Union (PCS) and Prospect.

3. The staff covered by the Agreement are all the non-industrial staff, other than those in the Senior Civil Service, currently employed in the Welsh Assembly Government including any staff not previously represented by the FDA, Prospect and PCS for pay bargaining purposes.

4. Unless otherwise stated in this Agreement references to "negotiation", "Consultation" and "agreement" mean negotiations, consultation and agreement between the WAG and the unions. "Staff" means staff covered by this agreement and "Unions" means the recognised representatives of the Unions.

   Any new WAG pay system will be introduced as provided for in the various clauses of this Agreement, or otherwise by agreement between the parties.

5. This Agreement results from the delegation from the Treasury to the WAG of authority for pay bargaining. The WAG, and before that the Welsh Office, has been formally authorised with effect from the 1st of April 1996 to determine the pay, related allowances and relevant conditions of service of staff covered by this Agreement.

OBJECTIVES

6. The aim of any new WAG pay system will be to:

1. support the efficient and effective discharge of Assembly Government responsibilities;

2. provide pay arrangements which encourage staff to improve both individual and team performance. :

i) be consistent with other aspects of the WAG's policies such as performance management and equal opportunities;

ii) be affordable to the WAG;

iii) ensure that the pay of staff is determined at a level which supports the retention and motivation of existing staff to perform efficiently the duties required of them, and the recruitment of staff for the future requirements of the Assembly Government; and

iv) introduce pay arrangements which are fair and easy to understand, to communicate these openly to staff and to provide clear guidance to all concerned.

THE PAY SYSTEM

7. The authority of the Welsh Office and subsequently the Assembly Government to determine pay took effect from 1 April 1996. Details of specific arrangements relating to each grade or group of staff are determined after consultation and/or negotiation between parties under the terms of this Agreement.

PAY REVIEWS

8. The pay of all staff covered by this Agreement will be reviewed annually or at a frequency to be agreed between the parties by the operative date/dates, when determined, and will be determined in accordance with the provisions of this Agreement unless otherwise agreed by the parties.

AMENDMENT AND TERMINATION

9. This agreement may be amended or terminated, in whole or in part, by agreement at any time. It may be terminated at any time by either the WAG or the Unions by giving six months notice to that effect in writing to the other.

CONSULTATION AND NEGOTIATION ARRANGEMENTS

10 The Terms of Reference for pay negotiations will be agreed at the start of each negotiation, however they will embody the principles below: :

Consultation and/or negotiation arrangements for pay and pay related conditions of service and allowances within the WAG delegation will be without prejudice to management and union rights.

i) Negotiations or consultation will be conducted on a without prejudice basis through a single table structure between the Management Side, who will be appointed by the WAG, and the Unions, who will appoint representatives to act on their behalf in respect of those WAG staff covered by this Agreement.

ii) Once the membership of the consultative/negotiating committee has been established, replacement of individual members will be notified in advance and kept to a minimum.

iii) The timetable for the collection of information, the conduct of negotiations and for formal response times during negotiations shall be agreed by the parties with the aim of enabling negotiations to be concluded before the operative dates proposed for pay settlement.

iv) To reflect the provisions of paragraph 10.1; that all negotiations are without prejudice and nothing is agreed until everything is agreed; neither party will communicate with its membership without first informing the negotiating committee.

v) Negotiation will not be constrained by, but will take account of, all relevant information including movement in the total pay of non-manual employees outside the public service sector and payments elsewhere in the public service. Data which is required to inform negotiations will be requested or exchanged through the agreed Management and Union channels.

vi) Data relating to staff in the WAG will be presented so that it does not compromise the confidentiality of data relating to individuals.

DISAGREEMENTS

11. The parties attach high importance to the orderly settlement of disagreements and to the avoidance of disputes. If negotiations fail to produce an agreement it will be open, subject to agreement by both parties, to refer the matter to a mutually acceptable body. If either party refuses reference to conciliation or arbitration it will explain its reasons fully in writing to the other party. Any independent body to which reference is made must respect the terms, conditions and constraints of this Agreement.

Signed on behalf of Welsh Assembly Government Management, FDA, Prospect, PCS

……

……

Date……..

WELSH ASSEMBLY GOVERNMENT PARTNERSHIP FORUM Annex C

AGREEMENT ON FACILITIES FOR EMPLOYEE RELATIONS DUTIES AND TRADE UNION ACTIVITIES

INTRODUCTION

1. This Partnership Forum agreement between WAG Management and the Trade Union Side sets out the principles and practices which govern the facilities made available by the WAG to employees who are accredited representatives or members, not being paid union officials, of unions recognised by the WAG in respect of non-industrial staff. It is based on Whitley principles and practice.

2. The agreement replaces all earlier facilities agreements and takes due account of the requirements of Section 168-170 of the Trade Union and Labour Relation (Consolidation) Act 1992 (TULRA) and the provisions of the ACAS Code of Practice No 3 on "Time Off for Trade Union Duties and Activities", issued under Section 199 of TULRA.

3. Part A sets out the principles relating to this facilities agreement. Part B deals with the practical application of the provisions in the agreement.

PART A - PRINCIPLES

4. The following principles, which both Sides endorse, form the basis of the agreement:-

   i. WAG will agree with each of its recognised unions, and with Trade Union Side as appropriate, the detailed arrangements for the grant of facilities in accordance with the provisions of this agreement.

   ii. The aim is to ensure that the agreement is applied consistently throughout the WAG bearing in mind a need for flexibility in view of the requirement to cater for local circumstances.

   iii. It is desirable for members of Civil Service recognised unions to be adequately represented at all levels.

   iv. it is important to take into account not only the value of facilities for effective representation as a means of promoting good employee relations, but also the requirements to avoid unnecessary cost and to maintain the effective discharge of WAG functions.

   v. 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.

vi. The nature and extent of the facilities to be provided for accredited representatives will be for determination within the agreed WAG machinery for negotiation and consultation.

vii. 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 14).

PRACTICAL APPLICATION

ACCREDITED REPRESENTATIVES

Definitions and coverage

5. An accredited representative is an employee who has been duly elected or appointed (in accordance with the rules of the TUS or Union) to hold office on the Trade Union Side of the Partnership Forum and its sub fora or to a union committee.

6. a. Trade Union Side appointments will be notified in writing to the Partnership Forum Secretary in PPCS stating the name and office of the appointee, the appointment (or appointments) held, the date of commencement and duration. The responsibility for notification will rest with the Trade Union Side Secretary (or Chair in respect of a newly appointed Secretary).

b. Union appointments will be notified in writing by the union to the Partnership Forum Secretary in PPCS, stating the name, official address and union appointment held. The Headquarters of the appropriate union will notify the Official Side Secretary of any national appointments.

7. The Partnership Forum Secretary in PPCS will notify the appropriate line manager in respect of both Trade Union Side and Union appointments, clearly stating the appointee's facility allowance and emphasising the individual's right to utilise this allowance.

8. 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 to be reasonably familiar with the work of the WAG 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 (i.e. 50% or more) allowance of time off, to be granted only in exceptional circumstances to staff within the first 6 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.

Staff management and career considerations

9. As far as possible, management should apply the normal WAG PMR 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 employee relations duties.

9.1 . Management and Trade Union Side will agree annually on the arrangements for assessing the performance of accredited representatives on their trade union duties. Where accredited representatives work full time on trade union duties, their performance reviews will normally be conducted by an appropriate office holder of their Union or the Trade Union Side Performance reviews should be completed by the people best placed to assess the individual's performance. In the absence of a suitable Union representative a senior officer from PPCS will undertake the role of reporting officer.

9.2 Where accredited representatives have a facility time allowance of 20% or more, their objectives should normally include at least one which relates to their Union role. Comments on that aspect of their performance should be sought from a suitable Officer of their Union or the Trade Union Side, or exceptionally, a senior PPCS manager. This process should be transparent, and follow the advice on arrangements where staff have dual roles contained in Appendix 3 of the PMR guidance.

10. In all cases the normal arrangements and principles governing promotion and temporary promotion opportunities will apply and accredited representatives should be treated neither more nor less favourably than other staff.

Time off allowances

11. Accredited representatives whose responsibilities justify it should be given reasonable time off to enable them to undertake functions as outlined in paragraph 14;

    i. Local paid absence from work should be granted where the duties exemplified in 14 (i) are of a limited extent (normally for absences of up to a 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 up to 25 days may also be granted within the limit for each leave year (40 days for members of National

Executive Committees and Councils) for the activities exemplified in paragraph 14 (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 14 (ii). Such unpaid special leave can reckon for pension purposes provided agreement to pay both employees and employers contributions for the period is secured and payment made.

Allowances related to pay will not be affected by any paid absences from official duties, but absence during overtime periods will not attract payment. The granting of local paid absences or paid special leave which do not form part of a regular or composite facility allowance will be subject to local management obtaining the prior approval of the Official Side Secretariat.

12. The amount of facility time or paid special leave to be granted to accredited representatives of the Trade Union Side or individual unions for employee relations duties or trade union activities will be determined by WAG Management in consultation with the Trade Union Side or appropriate union on the appointment of an accredited representative. The allowances for facility time and paid special leave will not be interchangeable.

13. This arrangement will be reviewed on an ad-hoc basis. In the event that agreement on facility time cannot be reached the matter will be referred to the Permanent Secretary who will, after considering the representations of the Management Side and the Trade Union Side or an individual union, determine the allowance which will apply.

Accredited representatives who are not full time trade union representatives are required to account to their line manager for the particular use made of time spent away from Official duties, and a record should be kept. Line managers can verify any activity with the Trade Union Side Chair if deemed necessary

Functions

14. The functions for which paid time off may be granted under paragraph 11 include:

I. Employee Relations Duties

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, e.g. 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 15(c) about negotiations and discussions with management. Where under the provisions of this paragraph the representatives of the Trade Union Side or a union have need to consult members they may hold short general meetings during working hours, subject to the prior approval of the Partnership Forum Secretariat in PPCS having been obtained from the Senior Responsible Officer in offices outside CP1 and CP2.

e. Meeting 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 those meetings.

g. Conducting interviews with and on behalf of members on grievance and discipline matters concerning them and the WAG.

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 e.g. an employment tribunal dealing with an employee 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 employee relations system.

II. Trade Union Activities

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/ Group/ Section 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 e.g. at Trade Union Congress meetings.

d. Duty as Organiser or Treasurer.

UNION MEMBERS

15. 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. Representing the union on external bodies relevant to employment in the Civil Service e.g. at Trades Union Congress meetings.

Union members requiring time off under the provisions of this paragraph will seek the permission of their line manager. Such permission will not be withheld unreasonably. A flexi credit for the time off should be recorded.

16. i. Where it is necessary for a union to hold a meeting of members for the purposes of b, c, or e in paragraph 15 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 e.g. towards the end of the working day or just before or just after a meal break.

TRAINING

17. Within the allowances set out in paragraph 11ii, 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.

Any Trade Union which wishes a representative to receive training will give management reasonable notice of its nominations and will provide details of the course's contents.

18. 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

19. i. Every effort will 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 the WAG will 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. The WAG will provide rooms for Trade Union Side or union meetings wherever possible.

Furniture

20. 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

21. Accredited representatives of the Trade Union Side 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 the Trade Union Side or a union. Accredited representatives should observe the general WAG guidance for economy in the use of telephones for official business. The normal

Assembly Government rules relating to the use of official telephones for other purposes will apply.

Notice boards

22. i. The local branch of any recognised union may have notice board facilities on official premises. Boards will be provided by the WAG 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 Official Side Secretariat.

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

23. i. Communications between the Trade Union Side and unions and their members may be sent through the internal distribution system and via e mail.

ii. The Trade Union Side and Civil Service unions may also use the Interdepartmental 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. WAG shall meet the stationery costs and relevant T&S of TUS

iv. WAG shall provide TUS with the necessary software packages and training to allow content creation for the TUS space on the Intranet

STAFF JOINING AND LEAVING THE WAG

24. i. PPCS Business Change will include advice on joining a Trade Union in their induction letter to new entrants.

ii. The WAG will also invite the Trade Union Side to address new entrants during induction training on the role of unions in the Civil Service. The address should be of a standard format mutually agreed with management at the outset, while recognising that the presentation of the address will vary with different speakers.

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

25. The WAG 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, the WAG will make all reasonable efforts to ensure that the election can take place during working hours.

Industrial Action

26. WAG facilities will not be made available for work connected with Industrial Action.

TERMS OF AGREEMENT

27. This agreement may be terminated by either side upon giving one year's notice. The provisions may be reviewed at any time at the request of either side upon giving not less than 6 weeks notice. No alteration will be made to the agreement without the consent of both sides.

Signed: …….Director General, PPCS

……..Trade Union Side Chair

Date: July 2009