

FACILITIES AGREEMENT

(Final Draft – 13/11/08)

TIME OFF AND FACILITIES AGREEMENT

Between

Community Lives Consortium
24 Walter Road
Swansea
SA1 5NN

and

UNISON YMLAEN
The Courtyard
Wind Street
Swansea
SA1 1DP

1 DEFINITION OF TERMS

In this Agreement:-

The Consortium - refers to Community Lives Consortium

The Union refers to UNISON

Staff refers to all employees of the Consortium

2 COMMENCEMENT DATE

This Agreement commences on 1st October 2008.

3 INTRODUCTION

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

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

3.3 The Consortium acknowledges the mutual benefit to it and its employees for staff to be represented by UNISON. The Consortium

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will inform all new employees of the partnership agreement and will encourage them to join UNISON. The Consortium will provide UNISON with the details of new employees and provide facilities for UNISON to talk to them as part of their induction process.

- 3.4 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 UNISON and the Consortium in this respect.

4 REPRESENTATION

- 4.1 The provisions of this agreement shall apply to accredited representatives of the Union, who have been duly elected or appointed in accordance with the rules of the Union.
- 4.2 The Consortium and the Union will through agreement determine the number of representatives to be appointed. The Union agrees to inform the Consortium in writing of the names of all elected representatives at the earliest possible opportunity and to notify the Consortium of any subsequent changes. Persons whose names have been notified to the Consortium shall be the sole representatives of the UNISON membership.
- 4.3 The Union will issue written credentials and notify the Consortium of each representative.

5 TIME OFF FOR GENERAL TRADE UNION DUTIES

- 5.1 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.
- 5.2 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

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- 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.
- Talking to new Consortium employees during induction to make them aware of the benefits of joining UNISON.

6 THE FUNCTION OF REPRESENTATIVES AND OFFICIALS

6.1 The Consortium and the Union recognise that the employee relations functions of representatives and officials are important duties in addition to their duties as employees of the Consortium. Their functions and responsibilities are as follows:

- To be responsible to and for members within the Consortium;
- To undertake employee 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 Consortium.
- To communicate with members and, to communicate with Management, the Joint Consultative Committee and with the relevant Union bodies.
- 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 Consortium working practices.

7 TIME OFF FOR HEALTH AND SAFETY REPRESENTATIVES

The trade union is responsible for the appointment of health and safety representatives. The Consortium 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.

8 TIME OFF FOR UNISON LIFE LONG LEARNING ADVISORS/UNION LEARNING REPRESENTATIVES (ULRs)

Accredited UNISON Life Long Learning Advisors/Learning Representatives are entitled to take reasonable paid time off for the following specific purposes:-

- analysing learning or training needs;
- providing information and advice about learning or training matters;
- arranging learning or training;
- promoting the value of learning or training;
- consulting the employer in relation to such activities;
- preparation in relation to such activities;
- undergoing relevant and approved training

9 INFORMATION AND CONSULTATION REPRESENTATIVES

Information and consultation representatives are entitled to take reasonable paid time off during working hours to perform functions as a representative.

Information and consultation representatives are protected against unfair dismissal or detriment under the regulations for actions related to the regulations, the only exception being where they have breached the confidentiality of the employer.

The Consortium has a recognised structure for communication with all employees including the staff and service coordinator forum; staff subgroup of the Board; network meetings; scheme based team meetings; ad hoc policy development groups. These groups all have formal representation from UNISON and are used to ensure that the Consortium communicates and consults with all employees on any issues of relevance to the organisation and its employees. The Consortium also issues a periodic newsletter and uses its website and intranet to communicate with employees.

10 TIME OFF FOR TRADE UNION ACTIVITIES

10.1 To ensure that workplace meetings are fully representative, time off for trade union representative and members may be considered in the following circumstances:

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

10.2 The Consortium and Union also recognise that it is in the interests of the effective and democratic operation of the Union that representatives or officials participate in other activities of the Trade Union. Every effort will be made to arrange unpaid time off by preparing rotas which will give the representative time off for these purposes which may include:

- Participation, as a representative, in meetings of official policy making and
- Consultative bodies of the Trade Unions such as annual conferences or regional meetings.
- Representing the Unions on external bodies such as committees or working parties within the official Trade Union structure.
- Holding office on official bodies of the Trade Union.
- The Union will notify the Consortium of such events and the likely number of representatives who will be required to attend.

Time off for Union activities will usually be unpaid. There may however be occasions when paid time off may be appropriate when the activities can be seen to be directly related to or concerned with Consortium issues. In any cases of doubt then advice should be sought from the Personnel and Administration Manager.

11 SPECIAL ARRANGEMENTS FOR TIME OFF

- 11.1 In the case of employees who work shifts or unsocial hours, the Consortium will allow reasonable time off for trade union duties and normally will make suitable arrangements when the duties fall outside their on-duty hours.
- 11.2 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 or amending rotas where possible by agreement with the individual concerned.
- 11.3 Where representatives attend meetings called by management which occur in their off duty time, they will be reimbursed for the hours spent at the meetings at plain time rates.
- 11.4 In the case of disabled representatives, the Consortium will allow additional time and facilities, if necessary, and make suitable arrangements to allow them to carry out their responsibilities.

12 PAYMENT FOR TIME OFF

- 12.1 Trade Union representatives engaged on recognised duties as indicated above will be paid the amount they would have earned had they worked during the time taken.
- 12.2 When attending approved and relevant training, Union representatives who work part time will be paid for the time attending the training if this exceeds their usual contracted hours.
- 12.3 The Consortium will not pay more than the full time weekly contracted hours for employees – 37 hours.
- 12.4 Travelling costs will be reimbursed to accredited representatives for periods of work approved in accordance with this agreement.

13 COVER AND BACKFILL

- 13.1 During the approved absence of UNISON workplace representatives carrying out their duties under this agreement, the Consortium will endeavour, wherever necessary, to provide alternative cover at the representative's workplace – or organise the rota in such a way that the representative can have time off duty.
- 13.2 Where major projects require sustained time off for workplace reps, the project plan will take account of and fully fund back fill for the duration of the project to ensure that representatives can direct the full weight of their expertise throughout the process. The Consortium 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. The practical arrangements may result in temporary transfers or a secondment for those representatives involved.

14 TRAINING

- 14.1 Reasonable time with pay will be granted to attend training courses approved by the TUC or UNISON. The Consortium 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 subject to the operational needs of the Consortium, 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 work of the Consortium are contemplated;

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- Where legislative changes affect the conduct of employee relations.
- 14.2 The Trade Unions must give adequate advance notice of course dates in writing to relevant line-mangers 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.
- 14.3 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 contracted hours up to a maximum of 37 hours per week.

15 PROCEDURES

- 15.1 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.
- 15.2 Representatives will be required to complete and submit facility time-recording sheets – Appendix2 - every month to the Personnel and Administration Manager and copy to the relevant Branch Secretary/Senior Representative. The Consortium will ensure that managers at all levels are familiar with procedures and arrangements relating to this agreement.

16 TRADE UNION FACILITIES

- 16.1 The Consortium agrees to provide defined facilities to the Union representatives to enable them to discharge their duties including:
- accommodation at Walter Road and satellite offices for meetings and for Union Learning Representatives and a union member(s) to meet to discuss relevant training matters
 - access to a telephone and other office equipment at the offices outlined above
 - the use of staff notice boards
 - electronic communications such as e-mail and intranet/internet using Consortium systems and connections
 - use of dedicated space on the Consortium website where the volume of the official's work justifies it, the use of dedicated office space
 - provision of mobile telephones for representatives – with arrangements for reimbursement of call charges to be subject to a 3 month trial period
(Appendix 2 is to be used to record telephone details of calls made)
 - reasonable access to administrative support and secretarial services.

The appropriate Contract Manager is to be made aware when satellite offices are used and the Personnel and Administration Manager is to be made aware when the offices at Walter Road are used.

Meetings of members may be held at Consortium satellite premises, providing that prior consent has been obtained from the Consortium by UNISON. Such consent shall not be unreasonably withheld.

17 NO DETRIMENT

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

18 RESPONSIBILITIES OF THE CONSORTIUM AND UNISON

18.1 Overview of practical arrangements in the Consortium

The Consortium provides support to vulnerable adults who live in their own home. The majority of CLC employees therefore work in the community and are based in the homes of the vulnerable adults that we support. CLC does not therefore have the degree of control over the working environment that would ordinarily apply in other work settings. For example :-

1. Service users will determine and agree who is allowed to visit and enter their home.
2. Facilities are provided for the benefit of the service user and not for the Consortium although where reasonable and practicable (and without detracting from the service/support to be provided) some provision for CLC and its employees will be available such as office space.
3. Normal working hours pattern for CLC house based staff can be 24 hours over 7 days ie a need at times to work rota'd shifts covering all hours. So "normal" working hours will be difficult to identify in some cases. Number of contracted hours may be better to refer to although some stewards do have a regular work pattern of Monday to Friday 9 to 5.

18.2 General considerations

The amount and frequency of time off should be reasonable in all the circumstances. Representatives seeking time off will need to be mindful of the nature of the work of the Consortium when seeking or agreeing arrangements for time off. In particular :-

- The need to maintain proper support to service users
- The practical arrangements at their particular work location
- The effect on the service of taking the time off
- The timing of the request in relation to agreed rota and shift patterns which may already have been agreed

The Consortium should have in mind the difficulties for trade union officials and members in ensuring effective representation and communications with, for example:

- shift workers
- part-time workers
- workers with particular domestic commitments.

18.3 Exceptional circumstances

The Consortium and UNISON will whenever possible adhere to the above considerations, however, both parties acknowledge that there will occasionally be exceptional circumstances where emergency assistance will be required. In such exceptional circumstances, (which are difficult to determine) when a representative is required at very short notice then the on call manager should be contacted to arrange cover - if possible - for the steward to be released for trade union duties.

19 DISPUTES

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

19.2 Where disputes do arise then they will be resolved in the following way:-

- Steward to seek permission for time off.
- If permission is withheld an explanation for the reason(s) will be given by the appropriate line manager.
- If CLC steward is dissatisfied with decision, the matter to be referred to CLC senior UNISON steward to discuss with more senior manager.
- If agreement cannot be reached the matter to be referred by senior steward to UNISON paid official for discussion with CLC Personnel Manager.
- Where Senior steward seeks permission for time off and permission is withheld and is dissatisfied with decision then referral to UNISON paid official for discussion with CLC Personnel Manager.

Any failure to resolve matters between UNISON paid official and CLC Personnel Manager to be referred to the JCC.

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20 RECORD OF TIME SPENT BY STEWARDS ON UNION DUTIES

- 20.1 Stewards will be required to complete appendix 2 to confirm the time spent on union duties and to claim payment for duties undertaken while not actually in work for example attending a JCC meeting or representation at investigation or disciplinary interview. The form should be completed at the end of each calendar month and sent to the Personnel Manager and copied to the UNISON paid official. Hours to be paid will be approved by the Personnel and Administration Manager and included in the next available monthly salary.
- 20.2 Stewards are required to discuss and make their line manager aware of their role within UNISON and the extent of the commitment of time spent in undertaking their trade union duties.

21 JOINT STATEMENT ON PARTNERSHIP

A summary of the principles which govern the ongoing relationship between the Consortium and UNISON is at appendix 1.

22 AMENDMENT OR TERMINATION OF AGREEMENT

- 22.1 Either party may submit proposals in order to amend this agreement. Such proposals will be in writing to the parties concerned and will be the subject of joint discussions.
- 22.2 Both parties agree to review this Agreement in twelve months and annually thereafter. The annual review to be included in the JCC agenda.

Signed
On behalf of UNISON
Date

Signed
On behalf of Community Lives Consortium
Date



Unison & The Consortium



Joint Statement On Partnership at Work

The Consortium and staff recognise common goals that can best be furthered through Partnership.

Staff agree with, and are committed to furthering the clear vision and objectives of the Consortium.

The Consortium values staff as its most important asset, and acknowledges their legitimate interest in advancing themselves materially and through personal development at work. The Consortium will strive to meet these aspirations wherever possible.

The Consortium will be managed at all levels in an open and consensual style, with a maximum possible staff involvement, fostered by good communication systems at all levels.

The relationship between the Consortium and its staff will be based on trust, integrity and honesty. Every opportunity will be taken to resolve differences in a consensual and non-confrontational manner.

