

**Recognition and Facilities  
Agreement**

**between**

**Food Standards Agency**

**and**

**FDA, PCS, Prospect, and UNISON**

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## **1 Introduction**

- 1.1 The Food Standards Agency (FSA) is committed to securing and promoting staff engagement and involvement. It values the opinions and views of staff and recognises that staff are able to contribute more effectively to the operation and development of the organisation when they know their duties and responsibilities; obligations and rights; FSA and Civil Service requirements; and have an opportunity of making their views known on issues that affect them.
- 1.2 The recognised trade unions are committed to supporting the high quality provision of the services that the FSA delivers.

## **2 Principles and Aims**

- 2.1 The FSA is committed to maintaining effective employee relations with its staff and their union representatives. This Agreement seeks to develop and establish effective arrangements for formally and informally communicating, consulting and negotiating with staff and / or their union representatives with a view to:
  - the FSA achieving its objectives;
  - managing changes affecting staff in a positive, open and supportive manner;
  - the promotion of equality of opportunity;
  - improving the quality of the working conditions of staff;
  - maintaining a stable workforce
  - improving organisational performance, management performance and decision making and employee performance and commitment;
  - facilitating greater openness, involvement and empowerment of staff; and
  - engendering greater trust and increased job satisfaction.
- 2.2 The FSA considers that good employee relations are an important factor in achieving its values, behaviours and objectives. The FSA will seek to ensure that staff and the trade unions are given the opportunity to contribute to the continued success of the FSA.
- 2.3 The FSA recognises that trade unions can significantly contribute to good employee relations, through joint working.
- 2.4 Collective bargaining is the process by which employers and recognised trade unions seek to reach agreement through negotiation on issues affecting pay and terms and conditions of employment.

## **3 Effective Date**

- 3.1 This Agreement is effective from 1 April 2011

## 4 Status

- 4.1 This Agreement is approved by the FSA Executive Management Board and agreed with PCS, FDA, Prospect, and UNISON, as the trade unions recognised by the FSA.

## 5 Purpose

- 5.1 The purpose of this Agreement is to ensure effective employee relations, and Trade Union negotiation, consultation and communication within the FSA.
- 5.2 Communication in the FSA is about the provision and interchange of information, ideas and responses. Effective communication will enable the FSA to function efficiently and effectively and will also ensure that staff are properly informed about organisational issues and developments.
- 5.3 Consultation in the FSA involves managers seeking, and then taking into account employees' views, comments and suggestions on matters of mutual concern that affect their employment and working lives, and giving reasoned responses, before final decisions are made. It involves seeking acceptable solutions to problems through a genuine exchange of views and information.
- 5.4 The FSA and the trade unions understand and appreciate the legitimate difference in interests and priorities of each other; and will respect the need of the other to represent their respective constituencies. The FSA and the trade unions are committed to:
- an effective employee relations partnership for the conduct of employee relations matters;
  - working together for the mutual benefit of employees and the FSA;
  - the establishment of clear and effective employee relations machinery;
  - regular consultation and the exchange of information;
  - ensuring that HR and Health and Safety policies and procedures are reviewed and revised in a timely manner to ensure effective service delivery;
  - working within the intention and spirit of all HR and Health and Safety policies and procedures;
  - an open, joint problem solving approach to organisational issues;
  - seeking to avoid any form of industrial action.
- 5.5 The trade unions acknowledge the FSA's responsibility to plan, organise and manage activities in pursuance of its values, behaviours, and objectives. Similarly, the FSA recognises the trade unions responsibility to represent the interests of their members and their terms and conditions of employment through collective bargaining.

- 5.6 The FSA and the trade unions acknowledge that they have a responsibility to communicate directly with employees and trade union members respectively by appropriate means.
- 5.7 The FSA will facilitate this process where practical by allowing the trade unions to have access to internal mail and e-mail and other facilities, as appropriate.
- 5.8 On those occasions when the FSA directly communicates and engages with staff on matters representing significant changes in the workplace and decisions affecting staff, the trade unions will be informed in advance of such changes prior to the release of such communications.
- 5.9 The FSA acknowledges that union representatives need to consult with, and seek the views of trade union members before responding to FSA proposals. The FSA will allow a reasonable period of time for consultation purposes and when proposing significant changes to current policies or working practices, will aim to allow at least 20 days for the trade unions to consider management proposals and to respond. When exigencies do not allow for such a period of consultation, the FSA will notify the trade unions why this is the case.
- 5.10 Where statutory provisions and/or Civil Service requirements provide for a longer minimum period of consultation with trade unions and staff, for example in redundancy situations, these will be met by the FSA.

## **6 Scope, and Trade Union Recognition**

- 6.1 This Agreement is made between the FSA and the Public and Commercial Services Union (PCS), the FDA, Prospect and UNISON; and it covers all FSA staff.
- 6.2 The FSA formally recognises the Public and Commercial Services Union (PCS), the FDA, Prospect and UNISON for collective bargaining purposes.
- 6.3 FSA staff are entitled to belong to any trade union, which will admit them as a member under its rules of membership. On commencing employment, the FSA will notify new members of staff of the trade unions that it recognises for collective bargaining purposes, and of the importance that it attaches to effective consultation and the involvement of staff.
- 6.4 The FSA will operate a check-off system to facilitate the deduction of trade union subscriptions directly from the salary of members in accordance with the written authority of the individual member of staff. The FSA will pay the subscriptions to the relevant trade union and give the relevant unions details of payments to them on a quarterly basis.
- 6.5 The FSA will provide the trade unions with a list of staff that have left the FSA and new members of staff, including their job title, grade and work location, on a monthly basis.

## **7 Employee Relations Framework**

### **7.1 Employee Relations Machinery**

7.1.1 The formal employee relations machinery comprises of the following:

- A Joint Negotiating and Consultative Committee (JNCC)
- A Health & Safety Committee
- Local consultation – both formal and informal
- An annual meeting between the Chief Executive and representatives from all of the recognised trade unions

7.1.2 Details are shown at [Appendix 1](#).

7.1.3 The employee relations machinery aims to:

- Encourage open and constructive dialogue between FSA managers at all levels and union representatives;
- Be responsive to the needs of the FSA and its staff;
- Promote meaningful consultation at an appropriate level on issues affecting staff, and attempting to reach agreement where possible;
- Ensure that where negotiations take place, the FSA and the trade unions seek to reach joint agreement.
- Avoid any form of industrial action

### **7.2 Nomination and Joint Accreditation of Union Representatives**

7.2.1 Jointly accredited union representatives and health and safety representatives are FSA employees who have been acknowledged as being elected or appointed into one or both of those roles by their trade union.

7.2.2 The FSA and the trade unions shall agree an appropriate number of union representatives. The FSA and the trade unions shall ensure that, as far as possible, the number and geographic spread and location of union representatives reflects the number and geographic spread and location of its members. The numbers are set out in Appendix 5.

7.2.3 Nominations for the joint accreditation of union representatives will be made in writing by the Trade Union Secretary and forwarded to the Employee Relations & Policy Manager. The nomination should include the name and contact details of the individual, the trade union role(s) that they are being nominated to occupy, and the name of the individual whom they are to replace, if applicable. The Employee Relations & Policy Manager will respond in writing.

7.2.4 The number of jointly accredited union representatives may vary over time depending upon the requirements of the employee relations framework. Any

agreement to vary the number of union representatives shall not set a precedent for future change.

### **7.3 Time Off for Trade Union Duties**

7.3.1 Accredited union representatives employed by the FSA shall not have requests for paid time off work to carry out their trade union duties unreasonably refused by the FSA.

7.3.2 Appendix 2 gives details of the approved facility time (paid time off for trade union duties) allocated to accredited union representatives; and Appendix 6 provides examples of those duties for which paid facility time can be approved.

7.3.3 Trade union duties are those involved in matters pertaining to the FSA and current collective bargaining arrangements within the FSA, including for example but not limited to 'time-off' to:

- Attend meetings with management; to consult with managers.
- To respond to management correspondence.
- To consult their respective trade union members about management proposals and form a trade union position on any proposals
- To develop trade union proposals on matters for collective bargaining and to present these to the FSA.
- To advise trade union member(s) on FSA related issues
- To prepare for, and accompany Trade Union member(s) to formal internal meetings relating to grievance, discipline, performance, attendance, and equal opportunities matters.

### **7.4 Time Off Work for Trade Union Activities**

7.4.1 Time off work may be granted for trade union activities, those being matters relating to internal trade union business. Request for such 'time-off' will be made in writing to the Employee Relations & Policy Manager on behalf of the relevant trade union by the Trade Union Side Secretary, and will be considered by the FSA on a 'case by case' basis.

7.4.2 The FSA will grant reasonable paid facility time for union representatives from each of the recognised trade unions to attend their trade union's annual conference, and reasonable paid facility time to attend their trade union's national committee meetings.

7.4.3 The FSA will not grant time off for union representatives or trade union members for trade union activities which themselves consist of industrial action.

7.4.4 The FSA will not grant facility time to union representatives to accompany or represent workers of another employer.

## **7.5 Time Off For Training**

7.5.1 Union representatives and health and safety representatives will be provided with reasonable paid time off during working hours to undergo training in aspects of industrial relations and health and safety, relevant to their carrying out trade union duties. The training must be relevant to carrying out trade union duties or activities, and must be approved by the Trades Union Congress (TUC) or by the trade union of the union representative.

7.5.2 Requests for time off for training will be made in writing to the Employee Relations & Policy Manager by the Trade Union Side Secretary, providing as much notice as possible with a minimum of two weeks notice, and should include details of the course syllabus/ content, location, and date(s). Such requests will be discussed between the Employee Relations & Policy Manager and the relevant line manager.

7.5.3 The FSA will maintain a record of union representatives' attendance on training courses, and will provide relevant information to the trade unions.

7.5.4 In deciding whether to grant time off work to union representatives and health and safety representatives for training, the FSA will consider its legal obligations, the requirement for business continuity and service provision, and the relevance of the training to the union representative. Each application for training will be considered on its merits; and the reasonableness of the request.

## **7.6 Trade Union Learning Representatives**

7.6.1 The FSA will consider and respond to any trade union requests for facility time and training for Union Learning Representatives on the same basis as requests made by other union representatives in relation to other trade union duties and activities.

## **7.7 Time Off for Trade Union Members**

7.7.1 FSA staff who are members of any of the recognised trade unions will be allowed reasonable paid time off during working hours to attend workplace meetings to discuss and vote on the outcome of negotiations between the FSA and the trade unions. In considering facility time requests from the trade unions for this purpose, the FSA will have due regard to the need to maintain operations and service delivery.

## **7.8 Payment for Facility Time for Trade Union Duties Or Activities**

7.8.1 Where paid facility time for trade union duties or activities is approved by the FSA, the FSA will pay the amount that the union representative or trade union member would have earned had they worked during the time taken (including basic pay, and any contractual payments / allowances). Where earnings vary

with the work done, an amount will be calculated with reference to the average hourly earnings.

7.8.2 Reasonable travel time will be paid or otherwise credited in accordance with the union representative's substantive terms and conditions of employment.

## **7.9 Expenses**

7.9.1 The FSA will not meet travel, subsistence, and accommodation expenses incurred by union representatives and trade union members whilst carrying out trade union duties or trade union activities, except as set out in Appendix 6.

## **7.10 Disclosure and Use of Information**

7.10.1 Reasonable disclosure of information is essential to the proper conduct of collective bargaining, and represents good employee relations practice. The FSA will provide the trade unions with appropriate information on relevant issues affecting staff consistent with the ACAS Code of Practice guidelines.

7.10.2 The recognised trade unions undertake to fulfill their obligations under the ACAS Code of Practice guidelines on the disclosure of information; and to comply with legislative requirements, for example those of the Freedom of Information Act 2000 and Data Protection Act 1998, and FSA IT policy requirements.

7.10.3 In particular, information will not be disclosed which:

- would be against the interests of national security;
- would contravene a prohibition imposed by or under an enactment;
- was given to the FSA or the recognised trade unions in confidence or was obtained by the FSA or the recognised trade unions in consequence of the confidence reposed in them by another person; unless he/she has consented to its disclosure;
- would cause substantial injury to the undertaking (or national interest in respect of Crown employment) for reasons other than its effect on collective bargaining;
- or was obtained for the purpose of any legal proceedings.

7.10.4 Rules relating to the use of and disclosure of information are also detailed within the Civil Service Code of Conduct. Union representatives requiring guidance on the use and disclosure of information should always discuss the matter with the Employee Relations & Policy Manager before taking action.

7.10.5 Whilst union representatives may comment on government policy when representing the legitimate interests of their members, they must clarify that the views expressed are as a representative of the trade union.

7.10.6 Elected representatives or officers of the trade unions do not need to obtain prior permission (see exception below) before using official information / experience if they are publicising the recognised trade unions views on an

official matter which, because it directly affects the conditions of service for members of the recognised trade unions as employees, is of legitimate interest to them. This will not apply to cases where the official duties of the union representatives in their role as Civil Servants are directly concerned with the matter in question. Full-time trade union officer(s), or officials would in those circumstances normally be the appropriate persons involved in such activities. All other union representatives must seek the advice/support of full-time trade union officer(s), or officials before taking part in such activities.

## **7.11 Trade Union Facilities**

7.11.1 The FSA will seek to continue to provide union representatives with dedicated trade union office space and, where resources permit, to facilitate meetings in private in other FSA offices, by prior arrangement..

7.11.2 Where feasible, the FSA will provide union representatives with desk space, lockable pedestals, and filing cabinets, to enable them to carry out their duties efficiently and store papers securely.

7.11.3 Where feasible, the FSA will provide union representatives with access to a telephone and other means of communicating to trade union members, and other union representatives and officials, for example, e-mail, notice boards etc.

7.11.4 Where access to communications media is facilitated, union representatives must comply with FSA policies and procedures in respect of the use of such facilities and the use of FSA information. The use of FSA e-mail by union representatives will be facilitated for the purposes of:

- Communications with managers on employee relations matters;
- Consultation with other union representatives or individual trade union members on employee relations issues or personal casework within the FSA;
- Distribution of material which is of general interest to members, and which has been officially sanctioned by the trade union.
- Notification of trade union meetings for which facility time has been granted.

7.11.5 Where the trade unions wish to use FSA e-mail for other purposes, a request will be made in writing to the Employee Relations & Policy Manager on behalf of the relevant trade union by the Trade Union Side Secretary, and such requests will be considered by the FSA on a 'case by case' basis.

7.11.6 Where the trade unions wish to run a recruitment campaign by, for example the use of e-mail or leaflets, a request detailing the facilities required for this purpose will be made in writing to the Employee Relations & Policy Manager on behalf of the relevant trade union by the Trade Union Side Secretary, and such requests will be considered by the FSA on a 'case by case' basis.

7.11.7 In all cases the use of e-mail will comply with FSA IT policy requirements.

## **8. Collective Dispute Resolution**

8.1 Where collective disputes arise, the FSA and the Trade Unions will jointly seek to resolve these internally. If this cannot be achieved, then exceptionally recourse to other disputes resolution processes may be made by either side, and which may include reference to a jointly-agreed independent person or to the conciliation and arbitration services provided by ACAS.

8.2 These dispute resolution mechanisms will be used to seek to avoid the need for a formal complaint being made to an Employment Tribunal.

## **9. Working Groups**

9.1 Where Management intends to set up a working group or focus group to consider FSA-wide issues affecting the interests of staff, the trade unions will be made aware of this together with details of its proposed terms of reference. Where it is proposed to implement recommendations made by such a group which have FSA-wide implications for staff, the trade unions will be consulted on such proposals.

9.2 Management may invite union representative(s) to participate in such groups. In such cases, the person will be there in an individual capacity and views expressed should not be construed as those of the trade union. Conversely, where union representatives are nominated by the trade unions to attend in a trade union capacity, they will be expected to represent the collective view of the recognised trade unions at such a meeting.

9.3 Following consultation, confirmation of how issues will be taken forward shall be made formally with the trade unions.

## **10 Monitoring**

10.1 The operation of this Agreement and employee relations within the FSA will be monitored through the conduct of business at joint meetings and through the analysis of information recorded on facility time, training, and feedback from management, the trade unions, and staff.

## **11 Review of Recognition and Facilities Agreement**

11.1 The FSA and the trade unions will review the operation of this Agreement in March 2012, and on a triennial basis thereafter.

## Appendix 1

### Employee Relations Machinery

#### 1 General

1.1 The formal employee relations machinery within the FSA comprises of:

- The Joint Negotiating and Consultative Committee (JNCC).
- The Health and Safety Committee.
- Local departmental consultative meetings - formal and informal - within FSA Divisions and Business Areas.
- An annual meeting between the FSA Chief Executive and representatives from all of the recognised trade unions.

#### 2 Joint Negotiating and Consultative Committee (JNCC)

2.1 Membership of the JNCC comprises of:

FSA management representatives including the Director of Operations, Head of Operational Delivery, Director of HR, Employee Relations & Policy Manager, 2 HR Business Partners, and a representative of the Devolved Offices. Management representation may be reviewed from time to time.

Six FSA staff who are accredited representatives of the recognised trade unions and one seat each for a Full Time Officer from each of the trade unions. Trade union representation will be determined by the recognised unions and set out in a JNCC staff side constitution, and will take into account the prevailing level of FSA staff membership of each trade union, and may be reviewed from time to time. Union representatives will be given reasonable paid facility time including travelling time to attend JNCC meetings.

2.2 From within the above JNCC membership, the FSA and the trade unions will each appoint a Secretary. The Joint Secretaries will be members of the JNCC.

2.3 The Joint Secretaries will chair JNCC meetings on an alternating basis.

2.4 Where members of the JNCC are unable to attend, substitutes may be provided to ensure appropriate representation for the FSA and trade unions. From time to time individuals who have a special knowledge or interest in the matter being discussed may be invited to attend meetings, provided that such persons serve the Committee only in a consultative capacity.

2.5 The FSA will make reasonable facilities available to the trade unions' representatives on the JNCC to consult with members and to prepare for each JNCC meeting. These will include 2 hours paid facility time to hold a pre-meeting using video-conferencing and/or teleconferencing facilities at least 5 days prior to each JNCC.

2.6 The Secretariat for the JNCC will be provided by the HR Department.

2.7 The JNCC is a consultative, negotiating, and decision making body. The items which may be discussed include, but are not limited to:

- Pay negotiations;
- Terms of conditions of employment;
- Hours of work
- Holiday and sickness arrangements
- Resourcing and recruitment;
- Redeployment / Redundancies;
- HR policies and procedures
- Staff appraisal and development;
- Equal opportunities;
- Overall salary structure
- Operational activities and the delivery of official controls
- Job descriptions, grading and job evaluation
- Organisational changes;
- Changes in working practices;
- Training
- Contracting out
- Major new projects;
- The FSA's recent and forecast financial position
- Joint problem solving on national issues of shared interest.

Note: This list is not exclusive or exhaustive.

2.8 The JNCC will be held on a quarterly basis, on dates that are jointly agreed within an annual timetable. The Committee may also meet on an ad-hoc basis as required and agreed.

2.9 The Joint Secretaries will agree the agenda for the JNCC. Wherever possible, the agenda and supporting papers will be issued at least 5 working days prior to the meeting in order to allow both sides to prepare for the discussion in advance of the meeting.

2.10 Wherever possible the notes of the meeting will be distributed to JNCC members and other attendees within 20 working days of the meeting.

2.11 Members of the JNCC are responsible for providing feedback to colleagues / members on discussions and agreements reached at JNCC meetings. Such communications will not be made where it has been jointly agreed that discussions are entered into on a confidential basis.

2.12 Time-limited sub-groups may be established as and when agreed in order to take forward work on specific agenda items; and to report back to the JNCC.

### 3 Health and Safety Committee

#### 3.1 The Health and Safety Committee comprises of:

FSA Director of Operations (Chair). 3 FSA management representatives: Operations Group management representative, the Health, Safety and Wellbeing Manager, a management representative from non-Operational Groups / Devolved Administrations; and 1 Contractor management representative.

FSA staff will be represented by 4 health and safety representatives accredited by the recognised trade unions. This will be as jointly decided by the recognised trade unions. Representation will take into account the prevailing level of FSA staff membership of each trade union, and will include representatives of at least 2 trade unions at each meeting.

#### 3.2 The Director of Operations will chair the Committee.

#### 3.3 The Health and Safety Section within the HR Department will provide the Secretariat for the Committee.

#### 3.4 The Committee is a statutory Health and Safety Committee. It is a consultative body responsible for aspects of health and safety affecting the work of FSA employees. The role of the Health and Safety Committee is to carry out the functions of such a Committee as defined in the Safety representative and Safety Committees Regulations 1977 and the Health and Safety Consultation with Employee Regulations 1996, which include but are not limited to:

- assessing the health and safety provisions which exist within the FSA with a view to implementing measures to improve current practices and to formulate and assess continued improvements in the long term health and safety strategy;
- studying accident, sickness, and notifiable disease statistics and trends in order that reports can be made to management on unsafe and unhealthy conditions and practices, together with recommendations for corrective action;
- assistance in the development of work safety rules and safe systems of work;
- a watch on the effectiveness of the safety content of employee training and the adequacy of health and safety communications and publicity in the workplace.

#### 3.5 The Health and Safety Committee will be held on a quarterly basis on dates that are jointly agreed within an annual timetable. The Committee may also meet on an ad-hoc basis as required and agreed.

#### 3.6 The FSA will make reasonable facilities available for the Trade Union Side to consult with members and to prepare for each Health & Safety Committee

meeting. These will include reasonable facility time to hold 'face to face' pre-meetings at which up to 9 accredited health and safety representatives will be given reasonable paid facility time including travelling time to attend, including those attending the Health & Safety Committee meeting. The 9 health and safety representatives will be from at least 3 of the 4 recognised trade unions.

- 3.7 The agenda for each Health and Safety Committee will be jointly agreed. Wherever possible, the agenda and supporting papers will be issued at least 5 working days prior to the meeting in order to allow both sides to prepare for the discussion in advance of the meeting.
- 3.8 Wherever possible the notes of the meeting will be distributed to Committee members and other attendees within 20 working days of the meeting.
- 3.9 The notes will be made available on the FSA Intranet.

#### **4 Local consultative meetings within FSA Divisions and Business Areas**

- 4.1 Directors, Team Leaders, Business Managers, and HR Managers will meet with local union representatives and/or health and safety representatives on an agreed basis to consult and discuss local implementation issues on a formal and informal basis, as appropriate.
- 4.2 In some cases a meeting will be the most effective way of consulting, but in other circumstances where business issues can be addressed more efficiently by, for example 'one-to-one' discussions, by correspondence, video conference, or telephone, then those options will be exercised.
- 4.3 Where such meetings are intended to constitute legal consultations, this will be made clear at the outset and a note of the meeting will be taken, and distributed to attendees within 20 working days of the meeting.
- 4.4 In the Operations Group, a meeting will be held between each Business Manager and the lead union representative for the area, at least once per quarter. Reasonable paid facility time will be made available for this, and for a face-to-face pre-meeting of union representatives in the Business Area, or across Business Areas if that is more effective.
- 4.5 The trade unions will inform the FSA of the name of the lead union representatives for each Business area on an annual basis.

#### **5 Annual meeting between the FSA Chief Executive and trade unions.**

- 5.1 An annual meeting will be arranged between the FSA Chief Executive and trade unions. The meeting will present the opportunity to review and report on key FSA issues; and the working of the employee relations machinery. The meeting will be attended by the Chief Executive, Director of Human Resources, the Employee Relations & Policy Manager, one union representative from each of the trade unions, the trade union full-time officers who are members of the JNCC; and the Trade Union Side Secretary. The

Health, Safety and Wellbeing Manager will attend meetings if required.

- 5.2 A note of the meeting will be taken, and distributed to attendees within 20 working days of the meeting.

## **6 Trade Union Committee Meetings**

- 6.1 The FSA recognises the need for trade unions to consult with members and arrive at a collective view on management proposals and on issues of concern to members. The different membership of the trade unions means that the form this consultation takes will vary between the trade unions.
- 6.2 The FSA will grant reasonable paid facility time for each recognised union committee to meet in advance of JNCC meetings.

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## Appendix 2

### Allocation of Facility Time

#### 1. Introduction

- 1.1 The FSA will allocate the Trade Union Side Secretary, and lead representatives from each trade union, a percentage of their working time as paid facility time, up to an overall value within the FSA of 1.9 'Full Time Equivalent' posts. In addition, requests for 'on demand' paid facility time by these and other union representatives, learning representatives, and health and safety representatives will be considered and approved on a 'case by case' basis. Requests for 'on demand' facility time will not be unreasonably refused.
- 1.2 The allocation of paid facility time will be reviewed at the same time as this Agreement.

#### Amount of Allocated Facility Time

- 2.1 Paid facility time will be allocated to the Trade Union Side Secretary role, and to each of the recognised trade unions as follows :

TU Side secretary	50%
UNISON	70%
Prospect	30%
PCS	30%
FDA	10%

- 2.2 The above allocation of paid facility time will be subject to a cap of 100% in respect of the facility time accrued by any one trade union.
- 2.3 The Employee Relations & Policy Manager will monitor paid facility time on an ongoing basis against the above values.

## Appendix 3

### Facility Time Requests, Recording, and Monitoring

#### 1 Facility Time Requests

- 1.1 Union representatives must make a formal request to their line manager for time off for Trade Union Duties and Activities. This must be done in advance by completion of the Facility Time Request Form shown at [Appendix 4](#). As much notice as possible of intended absences from work, and a minimum of at least one week for pre-scheduled meetings, should be provided. FSA managers arranging meetings must seek to provide union representatives with sufficient notice to enable this requirement to be met. Where the line manager is unavailable in circumstances where urgent issues arise, the union representative should seek approval of facility time from another manager from within the Division, of at least the same grade..
- 1.2 Where union representatives plan to arrange meetings, for example to accompany or meet with trade union members, they should notify their line manager of their plans and seek approval for 'time-off' work. Union representatives who are standing members of the JNCC or Health & Safety Committee should notify their line manager of the scheduled dates of such meetings, and request facility time as far in advance as possible to attend the meetings.
- 1.3 The Facility Time Request Form must be completed by union representatives in respect of all requests for time off work to undertake trade union duties and activities. This will include time spent on personal case representation, trade union training courses, conferences or any other employee relations or trade union related duties and activities, and estimated associated travelling time. It should be made clear on the Form as to whether facility time requests are being made to undertake trade union duties or trade union activities.
- 1.4 Full details of the reason for requesting facility time and the purpose of such time-off work must be provided by the union representative on the Form. When requesting facility time, however, union representatives should preserve personal confidential information relating to individuals in grievance or disciplinary matters. Other details, including the type of meeting or discussion, the intended location of the meeting or discussion, and the timing and amount of time requested within working hours, including estimated travel time, are required to be provided. Union representatives, when visiting a non-FSA location must obtain permission from an appropriate FSA manager on the site in the case of FBO premises to enter the premises, and the FSA manager should make appropriate arrangements for the attendance of the representative.

- 1.5 In all cases line management decisions on facility time applications must be demonstrably reasonable and consistent in the particular circumstances that apply at the time. Each application for facility time will be considered on its merits; and the reasonableness of the request in relation to time off already taken and/or in prospect.
- 1.6 Where time off work cannot be approved, the line manager should explain their decision to the union representative and provide the reason for the decision in writing.

## **2 Recording and Monitoring of Facility Time**

- 2.1 The line manager is required to sign and date the Facility Time Request Form shown at Appendix 4 to record their decision on the request for facility time. If the request is not approved, the line manager should record the reason for this decision on the Form, and notify the union representative and the Employee Relations & Policy Team. Where the trade union believes a request has been unreasonably refused they have the right to appeal to the Employee Relations & Policy Manager
- 2.2 The line manager is required to forward the completed Facility Time Request Form to the Employee Relations & Policy Team, who will compile an ongoing accumulative record of the facility time granted (both paid and unpaid) for each union representative. This information will be shared with the trade unions; and used for monitoring and management reporting purposes.
- 2.3 Where a facility time request is approved and the basis of that request changes, for example, if facility time for a consultative meeting is approved and the meeting is subsequently cancelled or postponed, the union representative must notify their line manager as soon as possible of the change, and if appropriate submit a new request for facility time. The original request will not be counted as facility time and any record of time off granted should be amended to reflect the cancelled application.

**Appendix 4**

**Protect : Staff**

**Facility Time Request Form**

This form should be fully completed as far in advance as possible in respect of all requests for time off for trade union duties and/or activities made by Union Representatives / Health & Safety Representatives.

Name: ..... SP Number: .....

Trade Union: ..... Work location: .....

Name of Line Manager .....

I request \*paid / \*unpaid (\* delete as appropriate) facility time for the following purpose:

**Purpose (Please tick as appropriate):**

JNCC meeting	<input type="checkbox"/>	Health & Safety Committee	<input type="checkbox"/>
JNCC pre-meeting	<input type="checkbox"/>	Health & Safety pre-meeting	<input type="checkbox"/>
TU Committee meeting	<input type="checkbox"/>	Health & Safety casework	<input type="checkbox"/>
Division/Area consultative meeting	<input type="checkbox"/>	Individual representation/personal casework	<input type="checkbox"/>
TU National Committee meeting	<input type="checkbox"/>	CSAB/Employment Tribunal hearing	<input type="checkbox"/>
TU Conference	<input type="checkbox"/>	Redundancy consultation meeting	<input type="checkbox"/>
Approved TU training	<input type="checkbox"/>	Other – as described below	<input type="checkbox"/>

**Date(s) and amount of facility time requested:**

Date(s) .....

Amount of time off work (A) .....

Estimated travel time required (B).....

Total facility time (A + B).....

Location of meeting if attendance in person necessary: .....

**Signed:** ..... **Date:** .....

**Line Manager's Authorisation**

\* I approve this request for facility time

\* This will be with \*pay / \*without pay

\* I do not approve this request for facility time for the reason(s) stated below:

(\* delete as appropriate)

**Signed:** ..... **Date:** .....

**Name:** .....

Please notify the union representative of your decision on the request for facility time; and forward the completed Facility Time Request Form to the Employee Relations & Policy Team, Human Resources, Food Standards Agency, Peasholme Green, York YO1 7PR

If signing on behalf of line manager, please notify the line manager as soon as possible of the facility time request and of your decision.

## Appendix 5

### Numbers of Union Representatives

#### 1. Introduction

- 1.1 The FSA will accredit an appropriate number of union representatives, learning representatives, and health and safety representatives from all of the recognised trade unions.
- 1.2 The number of such representatives will be reviewed at the same time as this Agreement, in consideration of factors such as the size of the FSA and the number of workers; the number and location of places at which FSA staff are based; the prevailing level of FSA employee relations issues, effective functioning of trade unions, facilitation of good industrial relations, and other relevant factors.
- 1.3 If at any time within the period of review the trade unions consider there to be a requirement for additional accreditation of union representative(s), the Trade Union Side Secretary will make a request to the Employee Relations & Policy Manager in writing on behalf of the relevant trade union(s). Any such case will be considered by the FSA on its merits.

#### 2. Number of trade union representatives

- 2.1 The maximum number of individuals occupying the roles of union representatives and/or learning representatives and/or health and safety representatives that will be accredited by the FSA for each recognised trade union is as follows:

UNISON	28 (incl. maximum 15 health and safety representatives)
PCS	12 (incl. maximum 3 health and safety representatives)
Prospect	12 (incl. maximum 3 health and safety representatives)
FDA	2 (incl. maximum 1 health and safety representative)

- 2.2 The Employee Relations Manager will maintain a register of union representatives, learning representatives, and health and safety representatives which will include contact details,

## Appendix 6

## Expenses

The following table sets out the position regarding expenses, including those which will be reimbursed by the FSA, subject to expenses being reasonably, actually, and necessarily incurred in accordance with FSA Travel and Subsistence Policy provisions. The FSA will pay all costs in respect of the Trade Union Side Secretary. The Trade Unions will pay all costs in respect of their full-time officials.

	Time off with pay	Accommodation	Travel	Subsistence
JNCC	✓	✓ (1 night)	✓	✓
H&S Committee	✓	✓ (1 night)	✓	✓
JNCC, H&S pre-meetings	✓	✗	✗	✗
Union committee meetings	✓	✗	✗	✗
Pay, T&C negotiating meetings	✓	✓ (1 night)	✓	✓
Individual representation	✓	✗	✗	✗
Redundancy consultation meetings	✓	✓ (1 night)	✓	✓
Acting as advocate at CSAB or ET hearings	✗	✗	✗	✗
Acting as a witness at CSAB or ET hearings	✗	✗	✗	✗
Communicating on the outcome of negotiations with FSA	✓	✗	✗	✗
Grading panel	✓	✓	✓	✓
FSA working groups	✓	✓	✓	✓
Attending approved TU training	✓	✗	✗	✗
Attending national TU committee	✓	✗	✗	✗
Attending annual TU conference	✓	✗	✗	✗