


Bargaining Support Group



SECURING AND DEFENDING FACILITY TIME FOR UNION REPS

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Introduction

Trade union roles such as stewards, health and safety reps, and union learning reps have legal rights to time off from their job to carry out duties and activities.

This form of time off, commonly referred to as facility time, represents one of the most important issues faced by UNISON reps and a vital component in achieving the union's bargaining objectives.

Securing, maintaining and improving facility time builds the union's capacity to deliver on its most crucial tasks - effectively recruiting, representing and organising UNISON members across the UK.

Therefore, this guide aims to assist reps by offering:

- An explanation of the legal entitlement to time off for the various types of trade union rep;
- Advice on how to present the case for facility time to employers;
- The key clauses to establish in a facility time agreement, including a model agreement;
- The key considerations in deciding the allocation of facility time across reps to ensure the most effective representation of all the groups that make up the membership;
- The options available where facility time is inadequate to represent a group of members, particularly where outsourcing has resulted in many small groups of members who lie outside of the "core employers" where the branch's membership is concentrated;
- Advice on how to respond to demands for the collection of information arising from the facility time publication regulations.

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Understanding legal rights to time off

In workplaces where the trade union is recognised as having negotiating rights, trade union officials (such as stewards, health and safety reps, and union learning reps elected or appointed according to the union's rules) have legal rights to be permitted paid time off during working hours for the purpose of carrying out their trade union duties. The official may also seek time paid time off for approved training relevant to their duties. These rights are separate to the wider statutory entitlement of members to seek time off for participation in union activities.

These rights need to be considered in any engagement with employers over facility time, whether assembling an agreement, discussing changes to an agreement or handling disputes over the application of time off.

This section sets out the rights that apply to trade union officials and the specific entitlements that apply to health and safety reps or union learning reps.

Union reps

Trade union officials have a specific legal definition under [section 119 of the Trade Union Labour Relations \(Consolidation\) Act 1992](#), but are commonly known as union reps. The scope of the official's duties is a matter for the individual and the union and must be either concerned with negotiations or other duties agreed with the employer.

[Section 168 of the Trade Union and Labour Relations \(Consolidation\) Act 1992](#) in Britain and [Article 92 of The Employment Rights Order 1996](#) in Northern Ireland give the workplace reps of a recognised union a general right to be permitted reasonable paid time off for specific matters only:

- Negotiations related to the 'shopping list' of collective bargaining matters under [Section 178 of the Trade Union Labour Relations \(Consolidation\) Act 1992](#) in Britain or [Article 96 of the Industrial Relations \(Northern Ireland\) Order 1992](#) in Northern Ireland;
- Any matters the employer has agreed may be performed by the union;
- Information and consultation under [Section 188 of the Trade Union and Labour Relations \(Consolidation\) Act 1992](#) ([Article 216 of the Employment Rights Order 1996 in Northern Ireland](#)) or under the [Transfer of Undertakings \(Protection of Employment\) Regulations 2006](#) and/or the [Service Provision Change \(Protection of Employment\) Regulations \(Northern Ireland\) 2006](#) in Northern Ireland;
- Variations of contract (or an agreement about related matters) where a transferor is subject to relevant insolvency proceedings under [Regulation 9 of the TUPE Regulations 2006](#) and/or [Regulation 9 of the Service Provision Change \(Protection of Employment\) Regulations \(Northern Ireland\) 2006](#).

The Code of Practice on Time Off for Trade Union Duties and Activities published by [ACAS](#) in Britain and the [LRA](#) in Northern Ireland spells out what those matters may cover as follows:

- a) Terms and conditions of employment, or the physical conditions in which workers are required to work. Examples could include:
 - Pay;
 - Hours of work;
 - Holidays and holiday pay;
 - Sick pay arrangements;
 - Pensions;
 - Learning and training;
 - Equality and diversity;
 - Notice periods;
 - The working environment;
 - Operation of digital equipment and other machinery.
- b) Engagement or non-engagement, or termination or suspension of employment or the duties of employment, of one or more workers. Examples could include:
 - Recruitment and selection policies;
 - Human resource planning;
 - Redundancy and dismissal arrangements.
- c) Allocation of work or the duties of employment as between workers or groups of workers. Examples could include:
 - Job grading;
 - Job evaluation;
 - Job descriptions;
 - Flexible working practices;
 - Work-life balance.
- d) Matters of discipline. Examples could include:
 - Disciplinary procedures
 - Arrangements for representing or accompanying employees at internal interviews
 - Arrangements for appearing on behalf of trade union members, or as witnesses, before agreed outside appeal bodies or employment tribunals;
- e) Trade union membership or non-membership. Examples could include:
 - Representational arrangements;
 - Any union involvement in the induction of new workers.

- f) Facilities for trade union representatives. Examples could include any agreed arrangements for the provision of:
- Accommodation;
 - Equipment;
 - Names of new workers to the union.
- g) Machinery for negotiation or consultation and other procedures. Examples could include arrangements for:
- Collective bargaining at the employer and/or multi-employer level;
 - Grievance procedures;
 - Joint consultation;
 - Communicating with members;
 - Communicating with other union representatives and union full-time officers concerned with collective bargaining with the employer.

Very importantly, the code also specifies that time off is not just for attending meetings on any of these issues, but also related work such as that necessary to:

- Prepare for negotiations, including attending relevant meetings;
- Inform members of progress and outcomes;
- Prepare for meetings with the employer about matters for which the trade union has only representational rights.

This dimension of facility time is often not fully realised by many managers and activists alike, who assume that the right is limited to the time necessary for individual case work and representation.

Union reps are also permitted reasonable time off during working hours to undergo training in aspects of industrial relations relevant to the carrying out of their trade union duties, in line with the matters set out above.

Legislation makes a distinction between paid time off for specific union duties and unpaid time off for the wider category of participation in trade union activities.

Union reps have the right to request reasonable unpaid time off for union activities. These are defined under legislation very broadly as time engaged in “any activities of the union” but have been interpreted restrictively as either activities of the individual’s own union or activities in relation to which the individual is acting as a representative of their own union, ie as a union rep. ACAS and the LRA flesh out the definition as including time spent on:

- Branch, area or regional meetings of the union where the business of the union is under discussion;
- Meetings of official policy making bodies such as the executive committee or annual conference;
- Meetings with full time officers to discuss issues relevant to the workplace.

Health and safety reps

Any trade union which is recognised for negotiations may appoint a safety representative for any workplace where it has membership, provided that the individual is an employee of the employer. If there are two or more health and safety reps, they may request that the employer establish a safety committee. The functions of a health and safety rep are to keep under continual review the health, safety and welfare arrangements at the workplace.

Health and safety reps are entitled to paid time off “as shall be necessary” to discharge the functions under [section 4](#) of the Safety Representatives and Safety Committees Regulations 1977 (in Northern Ireland, article 4 of the [Safety Representatives and Safety Committees Regulations \(Northern Ireland\) 1979](#) applies). This is an alternative legal basis to the right to paid time off for trade union duties as a trade union official (and unpaid time off to participate in trade union activities) referred to above.

The wording “as shall be necessary” offers a slightly stronger phrasing than the right to “reasonable” time off applied to union reps and union learning reps.

The entitlement covers such work as:

- Investigating complaints, possible hazards and dangerous incidents;
- Carrying out regular inspections of the workplace;
- Taking part in workplace risk assessments and to be consulted upon the arrangements for health and safety;
- Attending health and safety committees;
- Representing workers in talks with the employer or the Health and Safety Executive (HSE) (in Northern Ireland the HSENI) or other safety or environmental enforcement agencies.

In addition, reps are entitled to paid time off “as shall be necessary” for training in discharging those functions.

For Britain, the Health and Safety Executive Approved Code of Practice on the Safety Representatives and Safety Committees Regulations offers more detail in stating: “As soon as possible after their appointment safety representatives should be permitted time off with pay to attend basic training facilities approved by the TUC or by the independent union or unions which appointed the safety representatives. Further training, similarly approved, should be undertaken where the safety representative has special responsibilities or where such training is necessary to meet changes in circumstances or relevant legislation.”

For Northern Ireland, the Health and Safety Executive Northern Ireland code similarly states that “As soon as possible after their appointment safety requires otherwise. representatives should be permitted time off with pay to attend basic training facilities approved by the Northern by Ireland Committee of the Irish Congress of Trade Unions or by the independent union or unions which appointed the safety representatives. Further training, similarly approved, should be undertaken where the safety representative has special responsibilities or where such training is necessary to meet changes in circumstances or relevant legislation.”

Union learning reps

Union learning reps are technically different to trade union officials defined under section 119 TULRCA 1992. The individual must be an employee of the employer who is a member of the union and officially appointed by the union to the role. The union must notify the employer in writing that the person is a union learning rep.

Section 168A of the Trade Union and Labour Relations (Consolidation) Act 1992 in Britain and Article 92A of The Employment Rights Order 1996 in Northern Ireland give union learning reps of a recognised union a right to claim reasonable paid time off their working hours to discharge their role, as summarised below:

- 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 about carrying on any such activities;
- Preparation to carry out any of the above activities;
- Undergoing relevant training.

In order to qualify for these rights an employer must be notified that the learning rep has received sufficient training for their role or that they will receive such training within six months. Union learning reps also have the right to time off for training connected to fulfilling the role as summarised above.

For all reps, the training must be a course approved by the TUC or UNISON.

UNISON training

To find out about training courses run for all types of reps nationally and regionally, contact UNISON's Learning and Organising Services (LAOS) on learningandorganising@unison.co.uk

Reliance on recognition

Most of the rights to time off set out above only apply where the union is recognised by the employer.

If you are unsure whether a recognition agreement is in place within your employer, contact Bargaining Support on bsg@unison.co.uk to investigate through UNISON's Bargaining Database.

Across a number of our largest bargaining groups, national agreements establish some kind of framework for local agreements to be established, as below:

- In the NHS, facility issues are covered by section 25 of the [NHS Terms and Conditions of Service Handbook](#).
- In local government, the Green Book for England, Wales and Northern Ireland, contains a short section on "Trade Union Facilities". Section 18 states that "authorities shall provide the recognised trade unions with facilities necessary to carry out their functions, including paid leave of absence to attend meetings concerned with the work of the NJC and Provincial Councils."

- Similarly, for local government in Scotland, the single status agreement states that the “authorities shall provide the recognised trade unions with facilities necessary to carry out their functions in accordance with the ACAS Code of Practice. This will include paid leave of absence to attend relevant meetings concerned with the work of the Scottish Joint Council including its relationship with the UK National Joint Council...” www.unison-scotland.org.uk/localgovt/single3.html#facility
- For police staff in England and Wales, the national agreement with the Police Staff Council states that “the Council endorses that facilities to allow trade unions to organise effectively for individual and collective representation should be provided by Police & Crime Commissioners or Chief Constables at local level. Local machinery should be established with recognised trade union representatives of staff to discuss the application of the provisions of this Handbook, consider other conditions of service issues and, where possible, resolve any differences through local collective machinery.”
- The NJC for Staff in Sixth Form Colleges across England and Wales has a model agreement that it recommends as a procedure that colleges may wish to adopt “at local level or use it to inform consideration of existing arrangements to help promote effective working relations between the college and its employees.”

Where recognition is not in place, UNISON guidance sets out the route to achieving voluntary or, if necessary, statutory recognition through this guide

<https://www.unison.org.uk/recognition-agreements-guide-03-2019/>

Rights independent of recognition

Some rights to time off apply regardless of whether the union is recognised by the employer.

Where a health and safety rep is not appointed by the union, the Health and Safety (Consultation with Employees) Regulations 1996 in Britain and its parallel legislation in Northern Ireland¹ nonetheless mean that an employer has to consult with employees directly or an elected “representatives of employee safety.”

These representatives must be allowed paid time off to perform their functions and undergo any necessary training to perform their functions. The functions of such a representative are more limited than that of a trade union rep, but broadly cover:

- Making representations to the employer on potential hazards and dangerous occurrences at the workplace which affect, or could affect, the group of employees represented;
- Making representations to the employer on general matters affecting the health and safety at work of the group of employees represented and, in particular, responding to employer consultations;
- Representing employees in consultations at the workplace with inspectors.

In addition, candidates must be permitted time off to stand for election as a representative of employee safety.

More generally, union reps also retain the right to accompany members of staff to any meeting that affects contractual rights (which will usually mean all disciplinary and grievance hearings) where the member of staff wishes the rep to attend, in accordance with section 10 of the Employment Relations Act 1999 for Britain and article 12 of the Employment Relations (Northern Ireland) Order 1999.

Some employers may not have recognition in place but do have arrangements for employee representatives as part of arrangements deriving from the [Information and Consultation of Employees \(ICE\) Regulations 2004](#) in Britain or the [Information and Consultation of Employees \(Northern Ireland\) Regulations 2005](#) in Northern Ireland.

Under these regulations, the employer must make arrangements for the election of representatives and then permit these reps reasonable paid time off during the employee’s working hours in order to perform their functions.

Under the default statutory procedures, there must be at least one elected representative for every 50 employees, up to a maximum of 25 representatives.

UNISON’s full guidance on negotiating over Information and Consultation Regulation arrangements is available on this link

<https://www.unison.org.uk/content/uploads/2019/02/Information-and-consultation-of-employeesFEB2019.pdf>

Employee Works Councils established under the [Transnational Information and Consultation of Employees Regulations 1999](#) offer similar provisions for rights to [reasonable time off](#).

¹ Health and Safety (Consultation with Employees) Regulations (Northern Ireland) 1996
Securing and defending facility time for union reps Last updated: February 2022 Contact: bsg@unison.co.uk

Transfer of recognition

Contracting out of public services has led to many staff experiencing transfer to a new employer. When this happens, recognition transfers under the TUPE regulations (Transfer of Undertakings, (Protection of Employment) Regulations 2006) and/or in Northern Ireland, the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006.

UNISON's full guidance on navigating through the TUPE process is set out on this link

<https://www.unison.org.uk/content/uploads/2021/02/Bargaining-on-procurement-and-TUPE-v6.pdf>

However, the crucial task in terms of facility time is to obtain a commitment from the employer to maintain recognition post transfer, since post transfer the employer can sometimes attempt to derecognise.

Where a commitment can be obtained, it may entail adopting an existing facility time agreement from the former employer or hammering out a new agreement.

The contents of such an agreement and the practical consequences for time off to represent staff in the new employer are set out in the following sections of this guide.

Making the case for facility time to an employer

A UNISON branch may find it necessary to make the case for facility time both where faced with an employer that has no such agreement in place and where existing facility time arrangements come under attack.

As always, the arguments made are most likely to influence the employer where the union's position is backed up by significant numbers of UNISON members among the workforce.

The principal sources for making the case are as follows.

Independent workplace advisers

ACAS (for Britain) and the LRA (for Northern Ireland) provide independent advice on working practices across the UK. In their respective Codes of Practice on Time Off for Trade Union Duties and Activities, they both state that

“There are positive benefits for employers, employees and for union members in encouraging the efficient performance of union representatives' work, for example in aiding the resolution of problems and conflicts at work. The role can be both demanding and complex. In order to perform effectively union representatives need to have reasonable paid time off from their normal job in appropriate circumstances.”

In 2021, ACAS also carried out a study entitled Estimating the Costs of Workplace Conflict, which sought to quantify the kind of damage employers can sustain and therefore provides a pointer to the costs that facility time can assist in reducing. Some of the main findings of that study were as follows:

- In 2018 to 2019, just over 35% of respondents reported having experienced either an isolated dispute or incident of conflict and/or an ongoing difficult relationship over the previous 12 months, suggesting that 9.7 million employees experienced conflict over the period.
- Of employees who experienced conflict 5% resigned as a result and 9% reported taking time off as sickness absence. In addition, 40% reported being less motivated and 56% reported stress, anxiety and/or depression.
- These findings suggested that an average of 485,800 employees resign each year as a result of conflict. The cost of recruiting replacement employees amounts to £2.6 billion each year whilst the cost to employers of lost output as new employees get up to speed amounts to £12.2 billion - an overall estimate of £14.9 billion each year.
- A further 874,000 employees are estimated to take sickness absence each year as a result of conflict, at an estimated cost to their organisations of £2.2 billion.
- The vast majority of those who suffer from stress, anxiety and/or depression due to conflict continue to work. This “presenteeism” has a negative impact on productivity with an annual cost estimated between £590 million and £2.3 billion.
- The total cost of management time spent dealing with potential and actual litigation is estimated at £282 million each year, with a further £264 million spent on legal fees.
- In addition, the study estimated £225 million in compensation is awarded against employers per year.

- The analysis estimates the overall total annual cost of conflict to employers at £28.5 billion. This represents an average of just over £1,000 for every employee in the UK each year, and just under £3,000 annually for each individual involved in conflict.

Specialist independent research

As Britain's largest independent social research organisation, Nat Cen Social Research produced a report entitled *The Value of Trade Union Facility Time*, based on research carried out through focus groups and written submissions from both trade union reps and employers.

The report concluded that facility time delivers huge benefits to employers through:

- Provision of a ready-made structure for meaningful consultation and negotiation saving organisations money and providing reassurance to members that their views are valued in decision-making.
- Facilitation of partnership working with trade unions that improved workplace relations and the reputation of an employer as 'a good place to work'.
- Earlier intervention in relation to complaints, grievances and disciplinaries preventing escalation into more serious problems; thereby saving organisations and taxpayers money by reducing the impact on staff time and possible legal costs.
- Better communication to manage change during restructuring and redundancy processes; thereby improving understanding of decisions, minimising negative impacts and reducing the number of working days lost through industrial action.

The full report is available here:

<https://www.unison.org.uk/content/uploads/2013/06/Briefings-and-CircularsBG-Value-of-Union-Facility-Time-FULL-REPORT- FINAL 2.pdf>

A number of employers explained in more detail how facility time had assisted their organisation

A public sector manager on how facility time helped with the implementation of a new data entry system:

"After the introduction of a new IT system management wanted to introduce action plans to help increase input figures and improve accuracy. They needed our support to implement this. The action plans could lead to a disciplinary if targets were consistently missed... Facility time was granted for reps to attend meetings with management (which also required a lot of travel). Facility time was also granted for the branch to hold workplace meetings with members to discuss the changes and balloted members on accepting changes. Without facility time none of this would have been possible"

A local authority employer on how facility time helped handle a difficult process of cuts to library services:

"The council had to reduce its staffing numbers due to central government finance settlements. The trade union worked with management to avoid compulsory redundancies, put support packages in to enable redesign of services to protect the frontline; exercised council's legal requirements without any challenge saving money and upset. Worked with staff to move people into different careers that benefitted the Council and the local community. The trade unions had local knowledge and was responsive to ensure the Council met its requirements without industrial unrest in a very difficult situation"

Salford City Council example

The benefits of establishing a clear understanding with employers over the use of facility time for collective bargaining in particular have been seen over recent years at Salford City Council. There, the branch met with the head of HR to clarify clear rights to time off for bargaining purposes, including holding meetings of members to gather views on organisational proposals. The results have been a marked reduction in workplace problems because of the increased capacity to resolve issues through collective meetings before they reach a crisis. This proved particularly valuable over the Covid-19 pandemic, when the organisation's responses were agreed through meetings accommodated by the agreed facility time arrangements. The benefits have been felt across the organisation - for the employer, for members and even for activists, in reduced time spent on individual case work.

Trade Union Congress research

The TUC has conducted research into costing the benefits of facility time, which it set out in *Facility Time for Union Reps: Separating Fact from Fiction*. The study found that reps with facility time contribute the following benefits to the UK economy:

- Workplace representatives mean 13,000 to 25,000 fewer dismissals each year across the UK, creating a benefit of £107m to £213m for employers;
- 17,000 to 34,000 fewer voluntary 'exits', worth a saving of £72m to £143m to employers;
- 3,600 to 7,300 fewer Employment Tribunal cases, worth £22m to £43m to business and exchequer;
- 8,000 to 13,000 fewer injuries, equivalent to 161,000 to 241,000 fewer working days lost. Benefits range from £136m to £371m to society;
- 3,000 to 8,000 fewer cases of work-related illness equivalent to 125,000 to 375,000 fewer working days lost. Benefits range from £45m to £207m to society.

This has given rise to analysis suggesting for every £1 spent on trade union facility time, at least £2.31 in benefits are generated.

The TUC original research can be seen here:

www.tuc.org.uk/sites/default/files/tucfiles/facilitytimeseparatingfactfromfiction.pdf

And further analysis commissioned by the TUC seen here:

https://www.tuc.org.uk/sites/default/files/Facility_Time_Report_2016.pdf

Additional benefits

However, there are also other benefits that are perhaps not emphasised by these sources, most notably:

- Trained union reps provide employment expertise that can be vital to the employer. Paid time off allows reps to access union training in such areas as job evaluation, health and safety, equal opportunities and employment legislation, providing skills and expertise which the employer may lack themselves. Such input from reps may prevent the employer from making costly mistakes in employment relations practice and ensure the smoother running of the workplace.

Smaller employers often struggle to maintain adequately staffed human resources departments, so this makes the expertise that trained reps can contribute even more valuable.

In the case of health and safety, trained reps support compliance with health and safety legislation, prevent enforcement notices by the Health and Safety Executive and prevent costly personal injury cases.

- Union reps help to sort out problems before they become serious. Reps with sufficient time will be able to tackle grievances or disputes at a local level before they mushroom. This will often save time and money by preventing the need for cases to go to a higher level of management or tribunal hearings.
- Union reps make a big contribution to the management of change. Large scale reorganisation, major new agreements or changes to legislation put big burdens on HR departments. Working with a team of skilled union reps can ease the workload and improve the results. Union reps can facilitate change by explaining the procedure, supporting members and ensuring that the process is carried out correctly. Facility time assists the employer in fulfilling their legal responsibilities towards employees; providing support and representation to individuals and as a mechanism for formal consultation on a collective basis.

This dimension is illustrated by the comments of a spokesperson for the contractor Vertex, who observed: “We’ve learned to respect trade unionists. Where unions have significant support, business change is better achieved in Partnership rather than in conflict. Transitions in Ealing, Glasgow, Birmingham, Bedford, Bury, Rayleigh, Westminster and Toronto and others were all made easier by the trade union relationship”

- In the case of health and safety reps, studies have suggested that their activities reduce serious workplace injuries by 50% and save taxpayers between £181 million and £578 million every year due to fewer working days being lost through occupational injuries and work-related illnesses. Greater detail can be found in publications such as [The Union Effect by Hazards magazine](#)
- Union learning reps play an important role in developing the skills and work capabilities of staff for the employer.

A model letter for setting out the benefits of facility time is set out in Appendix 1 to this guide.

Establishing key features of a facility time agreement

Facility time agreements are the written documents, agreed between the recognised union and the employer, which specify the arrangements for taking facility time.

The main point of a facility time agreement is to secure for reps the time and resources to enable them to adequately represent members across all the employer's workplaces.

A model agreement that can be adapted to local circumstances is set out in Appendix 2 to this guide. In reality, facility agreements are often integrated into recognition agreements.

This section of the guide aims to elaborate the main features of any facility time agreement and the principal considerations in assembling its clauses, which remain valid as a stand-alone agreement or within a recognition agreement. The clauses aim to build on legal minimums and achieve an agreement that addresses the practical issues that limit effective representation.

General principles

An agreement can usefully open by setting the tone and spirit which should run through the application of time off for union representatives.

Most importantly, it should acknowledge that both the employer and union have a mutual interest in ensuring that union representatives have the time to ensure that employee relations issues are resolved by discussion and agreement. In this way, the employer can avoid more costly forms of dispute or sustaining lasting damage to standards of service.

It can also be valuable to emphasise that the agreement will function most effectively in practice where local managers are fully educated in its contents and so apply its principles in a consistent way across the organisation.

The number of reps and the amount of time off

An agreement should make clear the number of accredited union reps to adequately represent the membership, alongside the volume of time off to which they will be entitled.

The time off codes for Britain and Northern Ireland give no more indication than stating that the amount of time off for general trade union reps should be "reasonable." Health and safety legislation phrases the entitlement rather more strongly in terms of time off "as shall be necessary" to discharge their functions.

However, the regulations clearly leave a great deal of leeway in interpreting what is "reasonable."

The number of reps and the volume of time off should be linked to a variety of factors which can impact the demands on reps, including:

- The number of members;
- The size of the workforce;
- The distribution of the workforce across different locations (for instance, a multiplicity of small sites can add to time demands in representation and consultation work);
- The type of contracts common among the workforce (for instance, a large proportion of shift workers, part-time workers, home workers, zero hours workers or peripatetic workers can add to demands on reps in adapting to their different work patterns);

- The characteristics of the employer (for instance, an employer with a history of rapid organisational changes or employment relations conflict can be expected to place high demands on reps).

Figures published annually by the government on the number of reps for organisations of different sizes can assist in estimating the correct level or countering employer arguments for inadequate numbers. Contact Bargaining Support via bsg@unison.co.uk for the latest version of these figures. However, statutory procedures required under the Information and Consultation Regulations outlined above offer a general reference point in requiring one representative for every 50 employees, as per section/article 19 of legislation in [Britain](#) and [Northern Ireland](#).

Arrangements for individual reps

The volume of time off for each rep can be specified in a number of ways:

- All the rep's time is spent on union duties and activities – often referred to as full-time release;
- A specified proportion of a rep's time is spent on union duties and activities, whether by setting a percentage of their contractual hours or setting a certain number of hours each week or month;
- Time off is simply defined in terms of what is reasonable to discharge the rep's role.

Full time release and time off for a large proportion of contracted hours are usually limited to the most senior branch union reps or individuals supporting a fixed-term collective bargaining project such as a merger, TUPE transfer/service provision change or reorganisation. A survey conducted by the Labour Research Department found that the majority of organisations employing 1,000 or more staff have at least one rep on full-time release.

Ad-hoc arrangements are the most common way of handling reps' time off, demanding the clearly defined notification and work cover arrangements set out below, as a rep responds to the varying demands on their time

In making a decision about these different approaches to time off arrangements, there are pros and cons to all options, but factors to consider may include the following:

- The number of reps and their willingness / ability to devote time to union work. The fewer the number of reps able to devote time, the more likely a branch will need to veer toward the options for large amounts of facility time concentrated among a few reps;
- Whether the "reasonable time off" option will offer the flexibility needed to respond to members' needs as they arise or if, in reality, will lead to insufficient time off or a continual battle over what is "reasonable" with management;
- Whether fixed time off will box in reps too much and leave them unable to meet the demands placed on them;
- Generally, fixed time off options will offer better opportunities for workload cover and reduced stress on reps because they allow for greater planning of working arrangements;
- Whether large amounts of facility time for a few individuals will allow them to build expertise to represent members more effectively and efficiently or spreading facility time wider nurtures the development of a greater number of reps and enhances a sustainable branch that shares the workload;
- Whether full time release hinders reps' ability to maintain direct experience of the workplace and their ability to return to their former role at the conclusion of a period in office;

- Whether reps with a large allocation of facility time have more time to get around the organisation and engage with members / staff or more reps with less facility time offer greater visibility of the union and contact for members in their workplace;
- Whether the allocation of facility time gives due weight to the various groups that make up the membership, such as in terms of job roles, job grades, different contract types, gender, race, young workers or any other dimension of “protected characteristics” covered by the Equality Act 2010 or Section 75 of the Northern Ireland Act 1998.
- Whether the allocation of facility time is developing the experience of young reps and building toward the capacity of those reps to take over from senior reps when they eventually stand down. Without this capacity, the loss of a senior rep can lead to the employer taking advantage of the changed situation and seeking to renegotiate arrangements to the detriment of the union.

Equality reps

Branches may well have equality reps among their range of branch officials that have been appointed through UNISON procedures. However, equality reps are not currently recognised as a separate category of union representative under legislation and so have no statutory entitlement to time off.

Therefore, consideration should be given to advancing the argument with employers that such reps should receive time off to enable the organisation to address equality and diversity issues with the importance they deserve.

These reps can fulfil an additional role that helps employers ensure that they are complying with the full range of equality legislation, but also enables them to both meet their moral obligations to advance equality and reap the practical benefits of preventing discrimination blocking the contribution of all members of their workforce.

Workplace contacts

Some branches operate a system of workplace contacts, who tends to organise meetings of members in their workplace, gather opinions, pass those views through to branch reps and help the union get messages to its members. The role can offer a good learning opportunity and starting point for members to get more actively involved in the union.

Workplace contacts have no statutory right to facility time, but there is nothing to stop a branch seeking an agreement with the employer to allow these contacts facility time, making the case that they deliver benefits along the lines of those set out on page 14 of this guide.

Evidence for time off

Where an agreement is already in place, it may be possible to develop an evidence-based approach to proposals for improving or defending the volume of time off for reps by collecting data from reps on the following dimensions of their work over a representative timescale:

- Number of disciplinary, grievance, capability cases dealt with, and the number of meetings they have entailed;
- Number of major projects handled involving some form of organisational change, such as job evaluation, changes to terms and conditions, redundancy proposals, staff transfers, with an indication of their scale, perhaps expressed in terms of the number of staff affected or the number of employer or member meetings demanded;
- Number and scale of risk assessments, investigations, reports, inspections or consultations conducted by health and safety reps;

- Number and scale of exercises handled by union learning rep to assess, provide, promote and consult over learning and training arrangements.

This form of data collection should focus on the kind of workload falling on reps that delivers outcomes liable to influence employers.

Categories of time off

Whatever decisions are made about how to best to split facility time, the agreement should highlight the categories of duties for which time off must be granted. However, the agreement should also make clear that the right to time off applies not just to the duty itself, but also the work that accompanies it in terms of preparation for negotiations and individual representation, attending relevant meetings such as pre-meets, informing members of progress and outcomes, as well as travelling to meetings away from the normal workplace.

Ideally, the agreement should also go further in allowing reasonable paid time off for wider activities of reps as part of the union. In that way, it can be possible to ensure reps have the time compensated for branch, area or regional meetings, meetings with full-time officers, any meetings of UNISON's executive committee or annual conference that they may attend, recruitment activities and distributing union literature.

This section of an agreement should also make clear the right to attend training courses approved by the TUC or UNISON, with basic training acknowledged as a requirement soon after a rep's appointment and update training throughout their period in office.

It can also be useful to explicitly reference that appropriate blocks of additional time off will be permitted to deal with major projects, such as a large-scale reorganisation of services or pay and grading review.

As noted earlier, the availability of facility time for collective bargaining rather than solely individual case work is often a dimension of facility time that is not fully realised by many managers and even union activists. Therefore, alongside what is stated in a facility time agreement, it can be useful to consider the steps necessary to educate our own reps about their entitlement and engage with the head of an organisation's HR department to carry out similar work among local managers. In this way, pressure from both activists and senior management can resolve the resistance of even the most intransigent local managers.

Payment during time off

Agreements should make clear the principle that reps should not lose out in any way in terms of the pay and conditions they would have received had they been engaged in their normal role. This should include such dimensions as bonuses, overtime, allowances, performance related pay training and registration.

Where earnings vary with the work done, payment will be based on an amount calculated by reference to the average hourly earnings for the work they are employed to do. This amount will include average bonus or overtime payments where these are contractual.

Meetings called by management should normally take place within the usual hours of reps, but where they fall outside payment for the hours or time off in lieu should be specified.

Equally, training should be arranged within normal working hours where possible, but where not feasible time off in lieu or payment for extra hours should apply.

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

It is particularly important to ensure that these clauses apply equally to reps on contracts such as part-time or shift arrangements.

Workload adjustments

Agreements need to maximise the opportunity to protect union reps from facing an intensified workload by building on the recommendations of the ACAS code in Britain or the LRA code in Northern Ireland.

In line with the codes, agreements should obtain a commitment from the employer that they will make allowance for the time reps must absorb in their union work by consideration of:

- Allocating the duties of their normal work role to other employees;
- Rearranging working demands and deadlines;
- Reducing their workload.

In the case of reps who are on full time release, fully funded backfill should be the default arrangement for the duration of their time as a union rep.

Many UNISON members work in fields where work cannot just be left for another day. While forward planning of rotas can facilitate cover for time off, the agreement should place a duty on managers to call in cover at short notice, where a rep has to respond to short terms demands, and resourcing by the organisation should allow managers to achieve such arrangements. Resources can include a budget that allows line managers options such as paying overtime or taking on agency staff.

Without this vital dimension of facility agreements, reps will often face unmanageable workloads and unacceptable levels of stress, which ultimately takes a toll on their physical and mental health.

Time off procedures and disputes

The agreement should provide clarity about how requests for time off should be made, in terms of the notice, the information required about the period of time off and who must be notified for authorisation.

Though it's reasonable for reps to commit to lodging requests as soon as practically possible, the information required of them should not be excessively onerous, with the duration for fulfilling the reps' duties to the line manager normally sufficing. And while reasonable notice should be the aim, there should be an appreciation that some duties may arise quickly and require rapid response.

Where requests for time off are refused, there should be a requirement on management to set out their reasons for refusal, an avenue for appeal to senior management not engaged in the original decision and a further avenue to raise disputes at the appropriate joint negotiating committee.

Where the employer is placing an unreasonable squeeze on facility time or seeking to renegotiate an agreement, the branch may want to consider options to highlight the importance of engagement. This can take many forms, including whether to limit their attendance at meetings important to management in order to emphasise the inadequacy of current arrangements and the employer's reliance on the goodwill of reps.

Time off following transfers of employment

One of the most difficult areas for attaining employer agreement can be in relation to representation of staff following transfer to an external contractor or a wholly owned subsidiary.

Ideally, an agreement should allow for continued representation of transferred staff by existing union reps. In reality, an employer is likely to be reluctant to allow reps time off for that purpose, just as the new employer of transferred staff may not be prepared to allow external union reps to fulfil that role.

The best that may be achievable is to establish an agreement to allow continued representation for a transition period. Ultimately, the solution to representing the interests of transferred staff effectively is liable to lie in organising activists within the new employer, which is explored later in this guide.

Facility time should be a central issue early in any TUPE/service provision change discussions. The procedure to follow is set out in UNISON's [Bargaining on Procurement and TUPE](#) guide.

Trade union facilities

The agreement should pin down the facilities that the employer will make available to union representatives to enable them to discharge their duties.

Other than in situations involving TUPE or collective redundancy representatives, the employer is under no statutory duty to provide facilities for union officials, but the codes of practice make clear that the employer should still make available the facilities needed to perform their duties.

The ACAS and LRA codes for Britain and Northern Ireland state that, "where resources permit, the facilities should include:

- Accommodation for meetings which could include provision for Union Learning Representatives and a union member(s) to meet to discuss relevant training matters;
- Access to a telephone and other communication media used or permitted in the workplace such as email, intranet and internet;
- The use of noticeboards;
- Where the volume of the union representative's work justifies it, the use of dedicated office space;
- Confidential space where an employee involved in a grievance or disciplinary matter can meet their representative or to discuss other confidential matters;
- Access to members who work at a different location;
- Access to e-learning tools where computer facilities are available.
- Appropriate facilities for meetings and training.

Additional dimensions of facilities not specifically mentioned by the code but of potentially great value lie in ensuring that the office space is secure for storage of sensitive / confidential info, the telephone / IT equipment available are placed to facilitate confidential discussions / exchanges and reps have access to a photocopier.

For healthy and safety reps, the Safety Representatives and Safety Committees Regulations offer a rather more strongly worded set of requirements, stating that:

The employer shall provide such facilities and assistance as the safety representatives may reasonably require (including facilities for independent investigation by them and private discussion with the employees) for the purpose of carrying out an inspection under this regulation

Confidentiality

The ACAS and LRA codes for Britain and Northern Ireland also offer a baseline for ensuring confidentiality for union activity, by stating that:

“Employers must respect the confidential and sensitive nature of communications between union representatives and their members and trade union. They should not normally carry out regular or random monitoring of union emails.

“Only in exceptional circumstances may employers require access to communications but such access should be subject to the general rules set out in statute and the Employment Practices Code issued by the Information Commissioner's Office. In the context of the Data Protection Act 1998 whether a person is a member of a trade union or not is defined as sensitive personal data. This also applies to data concerning individuals, for example communications concerned with possible or actual grievance and disciplinary issues. There are therefore very strict provisions on how such data can be used and monitored in compliance with the law.”

Therefore, any agreement can usefully reiterate respect for confidentiality in communications between reps and members and the steps that will be taken to ensure that confidentiality. This is liable to entail the secure office and storage space covered above, as well as transparency over any monitoring and storage adopted by the organisation in its handling of electronic communications.

Conclusion of full-time release

Agreements can usefully reinforce the right of union reps on full time release to return to their former role on conclusion of a period in office and where reorganisations during time on release may have resulted in the loss of that post, application of an organisational change policy that seeks to provide a suitable alternative role without detriment to terms and conditions.

Facility time reporting

For those organisations subject to the Trade Union (Facility Time Publication Requirements) Regulations 2017, an agreement should seek to limit the reporting and collection of facility time data to those details required under section 13 (3) of the Trade Union Act.

It should also ensure confidentiality for union reps in publication of paybill information by avoiding the naming of individual reps and applying the provisions of section 4 (3) of the Trade Union (Facility Time Publication Requirements) Regulations 2017 for substituting notional hourly rates for actual hourly rates where an individual might be identified if the actual hourly rates were published.

The agreement can further seek to counter the anti-union propaganda that underpin the facility time publication regulations by specifying the publication will be accompanied by a statement setting out the employer's support for facility time and the net cost benefits it generates for taxpayers.

This can draw on appropriate elements of the case made as part of the model letter in appendix 1 of this document.

Organising to support facility time

Arguments can be made to the employer about the value of facility time and a determined effort made to maximise the time off available to reps, but branches can still often be left with inadequate time off arrangements to properly represent all their members.

As has been noted, this problem is often at its most acute in representing members outside of the core set of employers where the branch's membership is concentrated, possibly scattered across a host of relatively small employers.

Some branches have successfully made the case to their employer that the decision to outsource staff leaves them with a moral duty to allow branch reps to continue to represent those staff within the new employer.

However, in the long-term, the solution can only really lie in organising within non-core employers to build membership and an activist base that can then take forward the task of establishing an adequate facility time agreement.

UNISON's guidance on the organising techniques to build membership and activists is carried within the Organising Space on this link:

<https://www.unison.org.uk/get-involved/in-your-workplace/key-documents-tools-activists/organising-space/>

This work will normally centre on:

- Identifying at least one workplace contact in each non-core employer;
- Negotiating time off for training of contacts;
- Supporting the contact with a buddy or mentor using the trained-and-active approach set out at www.unison.org.uk/get-involved/in-your-workplace/mentor-buddy/

However, to get to the point where staff in "non-core" employers are able to establish the facility time they need to represent their interests adequately can require a significant input of time and resources.

Equally, there will be branches where even within the "core" employers, a squeeze on facility time is leaving reps unable to handle the workload they face.

In such scenarios, it may be necessary for branches to consider the option of funding a part of their representatives' time or obtaining further support by pursuing the options below.

Funding options

Section C of the Branch Funding Formula

Branches facing short term financial problems or continuing exceptional needs can seek assistance and request special funding under Section C of UNISON's Branch Funding Formula. It would be beneficial in such circumstances for a branch to work closely with their region to draw up a plan.

For more information, branches should speak to their regional organiser who will then contact the finance department at the UNISON Centre.

Organising Framework

Since 2020 there has been a question on facility time changes in the annual Organising Framework document completed every autumn by a branch and their regional organiser.

This procedure offers a point at which a branch can discuss with regional staff their access to (or lack of) facility time and what options there might be available to approach an employer for improved arrangements, taking on branch employed staff (BES) or bids to the Branch Support and Organising Fund

Branch Support and Organising Fund

From 1 January 2022, the new Branch Support and Organising Fund (BSOF) will replace both the Regional Pool and Fighting Fund. This new fund will receive 2% of national subscription income every year and be apportioned to regions to distribute to branches and any regional Self Organised Groups that bid.

The fund aims to bring together the best of the Regional Pool and Fighting Fund and is focused on building branch capacity. These initiatives may be identified as part of the annual Organising Framework process.

The fund can be used for recruitment materials, physical goods such as upgrades to the facilities in the Branch Office and UNISON staffing resources. The NEC will set out a guidance document based on the Branch Resources Review motion passed at the 2021 Special Delegate Conference.

The approval of bids and general management of the projects is overseen by an appropriate regional lay body. Payments are made from National Office once the region has approved the bid.

Branches or groups of branches can bid for staff to work on dedicated recruitment and organising projects in areas where there is an identified need through the Organising Framework and regional planning processes. This could also include, for example, bidding to trial a case worker for outsourced members to let the branch assess long term viability or not.

Bidding bodies may be expected to make a suitable financial contribution to the fund in order to sustain the fund and enable other bodies in the region to benefit from this resource in the future.

For further information and assistance in putting forward a bid to the Branch Support and Organising Fund, please contact your regional organiser.

Organising for equality

We aim to build our membership and a strong activist base in every employer. This is essential in order to win and enforce a good facility time agreement. To achieve this aim, branches need to think about how to encourage individuals and groups of members to take on activist roles, and what the barriers might be.

New activists or potential activists may lack confidence in their ability to take on the role, particularly if they don't see people like themselves among existing activists. This can be true of any member, but may be a particular issue for women, young, Black, disabled and LGBT+ members. It can also be the case for members whose day job doesn't typically involve the kind of paperwork, form filling or skills in presenting a case, which can characterise a lot of branch activity.

Disabled members may not be confident that the branch will meet their need for reasonable adjustments. For example, deaf members may need sign language interpretation; others may find particular venues or online platforms used by the branch are not fully accessible.

Members who work shifts or part-time hours and members with caring responsibilities may also face barriers to getting involved.

There is no doubt that a diverse activist base will be the most effective in delivering for members. So all branches should look at the following steps to maximising inclusion.

- Dividing the available facility time among a wider number of reps will help to nurture and develop activists;
- More reps means more members entitled to training; this helps build confidence and skills;
- Try to negotiate facility time for equality reps, beyond the statutory union rep roles, so equality reps have rights to time off and training;
- Ask reps and potential reps whether they need any "reasonable adjustments" to enable disabled members to take on roles (information on reasonable adjustments is available [here](#)) and make sure these access needs are met;
- Examine the branch's practices, such as timing of meetings and flexibility in carrying out work, to see if they can be made more accommodating to activists who do not work a typical full-time pattern or who have caring responsibilities;
- Ensure that a welcoming approach is taken to new activists that perhaps utilises established / experienced reps to mentor them through the sometimes daunting tasks facing a new rep when they first take up the role.

If you need support on any aspect of encouraging widening participation, please contact your Regional Organiser.

Responding to facility time reporting requirements

What the regulations state

Under the Trade Union (Facility Time Publication Requirements) Regulations 2017, public sector employers (except those in Northern Ireland and any devolved public authorities in Wales) are now required to publish the information set out below on an annual basis. [These regulations do not apply to community or private sector organisations that are providing public services via a contract from a public authority]

Table 1 - Relevant union officials

What was the total number of your employees who were relevant union officials during the relevant period?

<i>Number of employees who were relevant union officials during the relevant period</i>	<i>Full-time equivalent employee number</i>

Table 2 - Percentage of time spent on facility time

How many of your employees who were relevant union officials employed during the relevant period spent a) 0%, b) 1%-50%, c) 51%-99% or d) 100% of their working hours on facility time?

<i>Percentage of time</i>	<i>Number of employees</i>
0%	
1-50%	
51-99%	
100%	

Table 3 - Percentage of pay bill spent on facility time

Provide the figures requested in the first column of the table below to determine the percentage of your total pay bill spent on paying employees who were relevant union officials for facility time during the relevant period.

<i>First column</i>	<i>Figures</i>
Provide the total cost of facility time	
Provide the total pay bill	
Provide the percentage of the total pay bill spent on facility time, calculated as (total cost of facility time ÷ total pay bill) X 100	

Table 4 - Paid trade union activities

As a percentage of total paid facility time hours, how many hours were spent by employees who were relevant union officials during the relevant period on paid trade union activities?

Time spent on trade union activities as a percentage of total paid facility time hours calculated as:	
Total hours spent on paid trade union activities by relevant union officials during the relevant period ÷ total paid facility time hours) X 100	

Explanation of calculations

1) Relevant union officials

The number of “relevant union officials” refers to the number of reps elected in accordance with the rules of the union, where the union is recognised by the employer for collective bargaining. Therefore, the reps covered will include stewards, union learning reps and health and safety reps. Such workforce representatives as those appointed under the Information and Consultation Regulations only count if they fulfil the role as a rep elected by the union.

The “relevant period” refers to the financial year that the public authority is reporting on. Therefore, the number of officials can reasonably be interpreted as the average over that time period.

The number of full-time employees means the organisation’s total number of full-time staff plus the full-time equivalent of part time staff.

2) Percentage of time spent on facility time

This requirement is seeking to capture the total amount of paid time that officials spend on facility time, which encompasses time off permitted by the Trade Union and Labour Relations (Consolidation) Act (1992) for trade union duties, activities and relevant training.

The categories of duty, activity and training for each type of rep has been set out under the Understanding Legal Rights to Time Off section of this guide and should be referred to in ensuring this requirement is captured correctly.

3) Percentage of paybill spent on facility time

The paybill refers to total wages, employer pension contributions and employer National Insurance contributions.

The regulations seek to protect confidentiality by stating that individual reps should not be named as part of the reporting process. If it is possible to identify any individual rep and their salary from the figures, the employer must instead use a “notional hourly rate” in the paybill calculation, which reflects the work ordinarily done by the rep.

4) Paid trade union activities

The time spent on trade union activities is as defined as per the Understanding Legal Rights to Time Off section of this guide.

Timescale of the regulations

The regulations first came into force for the 2017/18 financial year. The end of July is set as the deadline each year for reporting results on the previous financial year.

On the basis of the information published, the Trade Union Act allows ministers a reserve power to impose a cap on facility time for an organisation. However, a number of procedures and tests first have to be met before this can happen:

- Ministers will first need to take into account a range of factors before deciding to cap facilities, including the cost of facilities in the particular authorities and the type of the services provided or whether major reorganisations led to a rise in facilities spending;
- Ministers must then write to the employer setting out their concerns;
- Employers must be given at least 12 months to adjust their practices before any cap is imposed;
- Regulations imposing a cap on a particular employer must be debated and voted on in Parliament.

Scope of the regulations

The regulations only cover public sector employers. Private contractors, and community and voluntary sector organisations providing public services (including housing associations), are not covered.

The organisations that come within the definition of public sector include:

- Government departments and local authorities, including fire and rescue authorities;
- NHS employers;
- Schools, academies, FE colleges and universities;
- Police staff;
- More than 140 government agencies and other named organisations, including Ofsted, the National Probation Service, the Environment Agency and the Food Standards Agency. To check the full list, click on this link

www.legislation.gov.uk/uksi/2017/328/pdfs/uksi_20170328_en.pdf

The regulations were established to cover Great Britain and therefore Northern Ireland has never been part of their scope (the Trade Union Act also does not apply in Northern Ireland). In September 2017, the Welsh Assembly also passed the Trade Union Wales Act, which disapplied the facility time publication requirements from the devolved Welsh Authorities, which are defined in this section of the Wales Act

<https://www.legislation.gov.uk/ukpga/2017/4/schedule/3/paragraph/wrapper133n2>

Any employer with fewer than 50 employees is also exempt.

Actions to consider

- Check that the employer falls within the scope of the regulations, in terms of both geographic and sector coverage set out above.
- If the organisation does fall within its scope, an agreement may already be in place that defines the paid time taken off for facility time for all reps. It will be a matter for branch judgement whether any such agreement represents a fair estimate of time taken or whether a revision should be agreed.
- If a data gathering exercise is necessary to gain a fair estimate of time taken, the information collected should be strictly limited to the information required under the regulations to minimise the time and cost burden on all parties.

Some employers have sought to collect extreme detail, such as:

- The facility time broken down by type of union rep e.g. stewards, ULRs, health and safety reps;
- Specification of the exact type duty or activity conducted;
- The names of members that the union rep dealt with;
- The costs of facilities such as offices, internet, telephone lines.

However, none of this is required under the regulations, which only demand aggregate figures for all unions, across all types of union rep, for total paid time spent on trade union duties and activities.

- If a data gathering exercise is necessary, put forward a simple template along the lines of the model below, which would enable the employer to fulfil the legal requirements at the minimum administrative burden.

Gross annual wage of rep:		
	Paid time spent on trade union duties to nearest hour	Paid time spent on trade union activities to nearest hour
Month 1		
Month 2		
Month 3		
Month 4		
Month 5		
Month 6		
Month 7		
Month 8		
Month 9		
Month 10		
Month 11		
Month 12		

- The suggested format is for completion of the form on a monthly basis, though it may be useful to seek agreement that collection of data for a part of the year provides a reasonable basis for estimating the annual figures.
- Recording time spent to the nearest hour may be the most appropriate and clearest basis for obtaining a reasonably accurate estimate: i.e. any periods of less than half an hour are not included but any periods of more than half hour are rounded up e.g. two hours and twenty minutes is recorded as two hours, but two hours and 40 minutes is recorded as three hours. Recording to the nearest half day or day are alternatives but the basis for rounding becomes less clear and without rounding such a system is in danger of exaggerating facility time.
- The form should make clear that time spent on trade union activities should only include paid trade union activities and should be in line with ACAS guidelines, i.e.:
 - Branch, area or regional meetings of the union where the business of the union is under discussion;
 - Meetings of official policy making bodies such as the executive committee or annual conference;
 - Meetings with full time officers to discuss issues relevant to the workplace.
 - All other paid time off should be classified as trade union duties.
- Where there is any uncertainty about classification of any paid time off, agree that the union branch and employer will discuss to resolve the appropriate recording.
- Ensure that the percentage of the paybill spent on facility time is comparing like for like, i.e. the paybill for reps has to be based on total wages along with employer National Insurance and pensions contributions, so the total workforce paybill also has to include these factors. If there is any danger of these figures allowing the identity of the rep(s) to be deduced, ensure the employer applies the confidentiality protections and applies the “notional hourly rate” set out above. [Consult your regional officer over seeking early legal advice if the employer pushes ahead with any publication that breaks confidentiality rules.]
- Any reps on full-time release should have holiday, sickness absence or any other time when not engaged in paid trade union duties / activities deducted from the calculation of facility time.
- On publication of the figures, emphasise to the employer that by solely focusing on the costs of facility time, the regulations present a one-sided and distorted picture. Therefore, the employer should state their support for facility time and highlight its cost benefits by publishing a statement alongside the regulation figures as below:

[Name of employer] believes that facility time is a vital part of ensuring good employment relations. Independent studies have found facility time to play a key role in resolving conflict before issues escalate into more serious and costly problems, as well as ensuring necessary changes to operations are managed efficiently¹.

Research has shown that for every £1 spent on trade union facility time taxpayers receive £2.31 back in savings² and employee representatives in the workplace result in³:

- 13,000 to 25,000 fewer dismissals each year across the UK, creating a benefit of £107m to £213m for employers.
- 17,000 to 34,000 fewer voluntary ‘exits’, worth a saving of £72m to £143m to employers.
- 8,000 to 13,000 fewer injuries, equivalent to 161,000 to 241,000 fewer working days lost. Benefits to society range from £136m to £371m.
- 3,000 to 8,000 fewer cases of work-related illness equivalent to 125,000 to 375,000 fewer working days lost. Benefits to society range from £45m to £207m.

- Seek to enshrine the basis for data collection and publication by establishing or amending a facilities agreement in line with section 16 of the model agreement in the appendix to this guide.
- Publication of facility time data may trigger an attack on facility time by the employer or an external organisation through the media. These attacks may seize on differences in facility time between organisations to make spurious claims about excessive time off. Some employers may have imposed excessively low facility time on union reps and so using such organisations as a benchmark creates the danger of initiating a race to the bottom. Equally, there are many valid reasons why facility time varies across organisations, including the scale of union membership, how dispersed they are across locations and departments, and the frequency of events that demand facility time, such as organisational restructures and employment relations conflict. Bargaining Support (via bsg@unison.co.uk) may be able to provide more accurate benchmark data to rebut any such claims. Where an attack is coming from outside the organisation, the employer may be persuaded to enter a joint public defence of facility time arrangements.
- In Scotland, public sector employers should be referred to the Scottish Government and STUC's Facility Time Statement to encourage them to adopt the principles, such as agreeing with recognised trade unions how facility time information should be collated to minimise the administrative burden on union representatives and using the Scottish Government and STUC Facility Time Statement to emphasise the benefits of facility time. The statement is designed to be signed by the public sector employer and recognised trade union(s) and to be published with the facility time data on the employer's website and included in the employer's annual report. This guidance also refers to the Fair Work Convention Framework which highlights the importance of facility time under its 'Effective voice' principle;

"It is clear from international evidence that employees and workers want a voice, not only to resolve problems and conflicts (which is important) but also to engage and participate constructively in organisations...There are many examples in Scotland and elsewhere of how collective voice through trade unions working with employers has addressed a wide range of organisational challenges and contributed to organisational improvements."

The Scottish Government and STUC Facility Time Statement and guidance mentioned above can be found here: <https://www.gov.scot/publications/guidance-facility-time-reporting-public-sector-employers/pages/1/>. The Fair Work Framework can be accessed here: <https://www.fairworkconvention.scot/wp-content/uploads/2018/12/Fair-Work-Convention-Framework-PDF-Full-Version.pdf>

Dealing with an FOI request about facility time arrangements

It has become increasingly common for right-wing “think tanks” and lobbying organisations to put in Freedom of Information (FOI) requests to public sector employers, which they then use to present a misleading picture of facility time to the press and public.

The introduction of the Trade Union (Facilities Time Publication Requirements) Regulations may put a break on the frequency of these requests. However, in the event of your organisation receiving any such request, consider the following key points:

- Codes of practice on dealing with requests state that it is good practice for a public sector organisation to consult with third parties who will be affected by the disclosure of information. It also states that it is courteous to advise that third party that a request has been received and then to consult that third party on any response.
- Clearly, UNISON would consider itself to be a third party in any FOI request about facility time. The code goes on to state that the consultation may enable the third party to give the public sector organisation more context or explanatory material. However, the legal requirement to respond to the request is firmly on the employer and responding to it cannot be delegated to a third party.
- It would be sensible to speak to the employer and ask to be notified, as the code suggests, should any FOI request of this nature be received. It is important that UNISON branches are properly consulted on what is to be disclosed and, where necessary, ensure not only that the information is correct, but that the context is properly set out.
- Where the employer is not co-operative, please make sure that your Regional Organiser is made aware of the situation and they will provide further advice.

The code of practice referred to above can be found here: <https://ico.org.uk/media/for-organisations/documents/1624144/section-45-code-of-practice-request-handling-foia.pdf>

Appendix 1 – Model letter seeking or defending an agreement

[Name of appropriate manager/name of organisation/ address]

[Date]

Dear

Intro where seeking facility agreement for first time with employer

As a trade union representing [x] members across [name of employer], [UNISON branch] believes that it would be in our mutual interest to come to an agreement over time off arrangements for our accredited union representatives.

Intro where facing proposals to cut facility time from existing agreement

[UNISON branch] is alarmed by recent proposals put forward that undermine our well-established agreement on time off for our accredited union representatives.

As a trade union representing [x] members across [name of employer], [UNISON branch] believes that this agreement has served well in providing clear time off arrangements for our accredited union representatives.

The benefits to employers of facility time to allow representatives to engage fully with management over all employment relations issues are well documented.

Britain's principal independent workplace practice advisers ACAS [For Northern Ireland, replace with "Northern Ireland's principal independent workplace practice advisers the LRA] state that

"There are positive benefits for employers, employees and for union members in encouraging the efficient performance of union representatives' work, for example in aiding the resolution of problems and conflicts at work. The role can be both demanding and complex. In order to perform effectively union representatives need to have reasonable paid time off from their normal job in appropriate circumstances."

ACAS has recently estimated the enormous cost of workplace conflict across the UK as follows:

- Of employees who experienced conflict 5% resigned as a result and 9% reported taking time off as sickness absence. In addition, 40% reported being less motivated and 56% reported stress, anxiety and/or depression.
- These findings suggested that an average of 485,800 employees resign each year as a result of conflict. The cost of recruiting replacement employees amounts to £2.6 billion each year whilst the cost to employers of lost output as new employees get up to speed amounts to £12.2 billion - an overall estimate of £14.9 billion each year.
- A further 874,000 employees are estimated to take sickness absence each year as a result of conflict, at an estimated cost to their organisations of £2.2 billion.

- The vast majority of those who suffer from stress, anxiety and/or depression due to conflict continue to work. This “presenteeism” has a negative impact on productivity with an annual cost estimated between £590 million and £2.3 billion.
- The total cost of management time spent dealing with potential and actual litigation is estimated at £282 million each year, with a further £264 million spent on legal fees.
- In addition, the study estimated £225 million in compensation is awarded against employers per year.
- The analysis estimates the overall total annual cost of conflict to employers at £28.5 billion. This represents an average of just over £1,000 for every employee in the UK each year, and just under £3,000 annually for each individual involved in conflict.

Research by Britain’s largest independent social research organisation, Nat Cen Social Research, has testified to the role of facility time in mitigating these costs, by delivering to employers:

- Provision of a ready-made structure for meaningful consultation and negotiation saving organisations money and providing reassurance to members that their views are valued in decision-making;
- Facilitation of partnership working with trade unions that improved workplace relations and the reputation of an employer as ‘a good place to work’;
- Earlier intervention in relation to complaints, grievances and disciplinaries preventing escalation into more serious problems; thereby saving organisations and taxpayers money by reducing the impact on staff time and possible legal costs;
- Better communication to manage change during restructuring and redundancy processes; thereby improving understanding of decisions, minimising negative impacts and reducing the number of working days lost through industrial action.

The Trade Union Congress has backed up these findings with a study that established:

- Workplace representatives mean 13,000 to 25,000 fewer dismissals each year across the UK, creating a benefit of £107m to £213m for employers;
- 17,000 to 34,000 fewer voluntary ‘exits’, worth a saving of £72m to £143m to employers;
- 3,600 to 7,300 fewer Employment Tribunal cases, worth £22m to £43m to business and exchequer;
- 8,000 to 13,000 fewer injuries, equivalent to 161,000 to 241,000 fewer working days lost. Benefits range from £136m to £371m to society;
- 3,000 to 8,000 fewer cases of work-related illness equivalent to 125,000 to 375,000 fewer working days lost. Benefits range from £45m to £207m to society.

This has given rise to analysis suggesting for every £1 spent on trade union facility time, at least £2.31 in benefits are generated.

In summary, we believe that adequate time off for accredited union reps plays a vital role in:

- Resolving problems before they escalate into more costly forms of dispute or cause lasting damage to the services delivered by [name of employer];
- Providing expertise on employment relations issues as an input to the efficient functioning of [name of employer]

[In the case of defending an existing agreement, you may be able to supplement the generic info set out in this letter with local examples of the benefits of facility time or evidence that current facility time arrangements are inadequate to the demands placed on reps]

Closing statement where seeking facility agreement for first time with employer

We very much look forward to working with you in taking forward the establishment of a facility agreement and attach a model agreement as a basis for discussion.

Closing statement where facing proposals to cut facility time from existing agreement

We hope you appreciate the importance of the issues set out in this letter and we can establish a meeting of [the joint negotiating committee] to resolve our differences.

Yours sincerely

[UNISON Branch]

[Contact details]



Model Time Off and Facilities Agreement

- 1 General principles
- 2 Accredited union representation
- 3 Time off for general trade union representatives
- 4 Time off for health and safety representatives
- 5 Time off for union learning representatives
- 6 Training
- 7 Level of time off permitted
- 8 Payment for time off
- 9 Time off procedures
- 10 Time off following transfers of employment
- 11 Workload adjustments
- 12 Trade union facilities
- 13 No detriment and confidentiality
- 14 Conclusion of full-time release
- 15 Disputes
- 16 Reporting
- 17 Amendment of agreement
- 18 Signatories

TIME OFF AND FACILITIES AGREEMENT BETWEEN [NAME OF EMPLOYER] AND [UNISON BRANCH]

1. GENERAL PRINCIPLES

- 1.1 This agreement sets out the arrangements that will govern time off for accredited trade union reps so that they can be applied in a fair and consistent manner across [name of employer].
- 1.2 [Name of employer] and [UNISON branch] support the system of collective bargaining and the principle of solving employee relations problems by discussion and agreement.
- 1.3 All parties recognise that it is vital to good employee relations that union reps have the time and facilities to adequately represent the workforce.
- 1.4 All parties recognise that time off arrangements can facilitate the resolution of issues before they escalate into more costly forms of dispute or bring lasting damage to standards of service.
- 1.5 [Name of employer] and [UNISON branch] will ensure that managers and union representatives understand the contents of this agreement so that it can be implemented consistently across the organisation.

2. ACCREDITED UNION REPRESENTATION

- 2.1 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.
- 2.2 The union will determine the appropriate number of representatives they wish to appoint, having regard to the size and location of its membership. The union agrees to inform [name of employer] in writing of the names of all elected representatives at the earliest possible opportunity and provide notification of any subsequent changes. Persons whose names have been notified to [name of employer] shall be the sole representatives of the UNISON membership.
- 2.3 The union will issue written credentials and notify [name of employer] of the number and location of constituencies for which each representative will be responsible.

3. TIME OFF FOR GENERAL TRADE UNION REPRESENTATIVES

3.1 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, pay, hours of work, holidays and holiday pay, sick pay arrangements, pensions, learning and training, equality and diversity, notice periods and operation of digital equipment;
- Engagement, termination, transfer or suspension of employment, including recruitment and selection policies, human resource planning, redundancy and dismissal arrangements;
- Allocation of work or the duties of employment as between employees or groups of employees, including job grading, job evaluation, job descriptions, flexible working practices and work-life balance;
- Matters of discipline, including disciplinary procedures, arrangements for representing or accompanying employees at internal interviews, arrangements for appearing on behalf of trade union members, or as witnesses, before agreed outside appeal bodies or employment tribunals;
- Trade union membership, including representational arrangements and induction of new workers;
- Facilities for union representatives' accommodation, including provision of equipment, names of new workers to the union;
- Machinery for negotiation or consultation and other procedures; including collective bargaining, grievances disputes, joint consultation, communicating with members and other trade union branch officers.

3.2 As part of fulfilling these duties, paid time off shall be permitted to:

- Prepare for negotiations, including attending relevant meetings;
- Inform members of progress and outcomes;
- Prepare for meetings with the employer about matters for which the union has only representational rights.

3.3 In addition, reasonable levels of paid time shall be permitted for wider activities of reps as part of their union, including:

- Branch, area or regional meetings of the union where the business of the union is under discussion;
- Meetings of official policy making bodies such as the executive committee or annual conference;
- Meetings with full time officers to discuss issues relevant to the workplace;
- Recruitment of new members;
- Distributing union literature.

4. TIME OFF FOR HEALTH AND SAFETY REPRESENTATIVES

4.1 [Name of employer] will observe the legal duty to permit accredited health and safety representatives such time off with pay as necessary for the purposes of:

- Engaging in consultation over making and maintenance of arrangements which will enable him and his employees to co-operate effectively in promoting and developing measures to ensure the health and safety at work of the employees, and in checking the effectiveness of such measures;
- Investigating potential hazards and dangerous occurrences at the workplace (whether or not they are drawn to his attention by the employees he represents) and to examine the causes of accidents at the workplace;
- Investigating complaints by any employee he represents relating to that employee's health, safety or welfare at work;
- Making representations to the employer on matters arising out of such investigations;
- Making representations to the employer on general matters affecting the health, safety or welfare at work of the employees at the workplace;
- Representing the employees he was appointed to represent in consultations at the workplace with inspectors of the Health and Safety Executive and of any other enforcing authority, including receiving information and attending meetings as part of such consultations;

4.2 In addition, reasonable levels of paid time shall be permitted for wider activities of health and safety reps as part of their union, as per decision 3.3 above.

5. TIME OFF FOR UNION LEARNING REPRESENTATIVES

5.1 Accredited Union Learning Representatives shall be 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.

5.2 In addition, reasonable levels of paid time shall be permitted for wider activities of union learning reps as part of their union, as per decision 3.3 above.

If a branch is seeking time off for equality reps, insert a further section that can select from the possible clauses below, depending on how work may be divided with general union reps:

6. TIME OFF FOR EQUALITY REPRESENTATIVES

Accredited Union Equality Representatives shall be entitled to take reasonable paid time off for the following purposes:

- 6.1 Carrying out duties that are concerned with any aspect of collective bargaining and representation of individual members in relation to equality and diversity matters;
- 6.2 Identifying, investigating and analysing matters relating to equality;
- 6.3 Making representations to the employer on equality matters;
- 6.4 Engaging in consultations with the employer on equality matters.

6. TRAINING

- 6.1 Reasonable time off with pay will be granted to attend training courses approved by the TUC or UNISON for all accredited reps.
- 6.2 [Name of employer] recognises that newly appointed union reps should receive initial basic training as soon as possible after their appointment and updates to training will be necessary at suitable intervals, but particularly where the rep takes on special responsibilities, changes occur in legislation and recommended practices, or in response to major organisational changes.

7. LEVEL OF TIME OFF PERMITTED

- 7.1 The [list senior branch officers] of UNISON will be allowed to spend their whole contractual employment time [or insert an agreed proportion of contractual time] on trade union duties and activities.

[Depending on whether you want allocation of time off to be flexible or tightly defined, chose one of the following]

- 7.2 Other accredited representatives will be given reasonable paid time off during normal working hours to carry out the functions related to their representational responsibilities.

OR:

- 7.2 Other accredited representatives will be allowed up to [number of hours] per calendar [week/month/year] time off during normal working hours to carry out functions related to their representational responsibilities.

8. PAYMENT FOR TIME OFF

- 8.1 Where paid time off is granted, the union rep will receive the amount they would have earned had they worked during the time taken or, where earnings vary with the work done, an amount calculated by reference to the average hourly earnings for the work they are employed to do. This amount will include average bonus or overtime payments where these are contractual.
- 8.2 Senior branch officers who spend the whole of their contractual time on trade union duties and / or activities will be entitled to the full package of pay and conditions which they would normally have received had they been working, including all allowances and any rights to professional training or registration.
- 8.3 Travelling and subsistence costs will be reimbursed to accredited representatives for periods of work approved in accordance with this agreement.
- 8.4 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 with the agreement of the individual concerned.
- 8.5 However, when representatives, other than those with full-time secondment, attend meetings called by management during their normal working hours which extend beyond normal finishing time, they will be paid at plain time rates for the additional hours worked, except that, where earnings vary with the work done, the amount will be calculated by reference to the average hourly earnings for the work they are employed to do, including average bonus or contractual overtime payments.
- 8.6 Where representatives attend meetings called by management which occur entirely in their off-duty time, they will be reimbursed for the hours spent at the meetings at plain time rates.

[If you are unable to secure payment for duties performed during off-duty time, an alternative would be the following]
- 8.6 If a meeting is to take place on the representative's day off or while the representative is not on duty, an equivalent amount of time off in lieu will be given at a time agreeable to both parties, subject to the contingencies of the service.
- 8.7 Part-time employees who are required to attend recognised training courses as detailed above will be paid for the whole of their attendance time, even if it exceeds their normal working hours.

9. TIME OFF PROCEDURES

- 9.1 Before taking time off, the accredited representatives must obtain the permission of their manager, informing the manager in writing of the general purpose of the time off, the intended location, the expected timing and duration of time off required, as soon as practically possible.
- 9.2 Representatives will be required to complete and submit facility time-recording sheets on a regular basis to the relevant Branch Secretary/Senior Representative, who will forward the recording sheets to the [appropriate manager].
- 9.3 [UNISON branch] will give adequate advance notice of training course dates in writing to relevant line-managers alongside any calendar of major union meetings, such as regional meetings or annual conferences that representatives would seek to attend..

10. TIME OFF FOLLOWING TRANSFERS OF EMPLOYMENT

- 10.1 Where a transfer of staff takes place through contracting out or internally to wholly owned subsidiaries, proportionate time off arrangements will be retained to allow representation of affected staff.
- 10.2 Reps shall be permitted to continue representing affected staff until new arrangements among transferred staff have been established for representation.

11. WORKLOAD ADJUSTMENTS

- 11.1 During the approved absence of reps under this agreement, [name of employer] will endeavour to make appropriate workload arrangements, in line with the ACAS code [in Northern Ireland, replace with LRA code], which recommends:
- The allocation of duties to other employees;
 - Rearranging work to a different time
 - A reduction in workloads.
- 11.2 It is acknowledged that forward planning will not always allow adequate cover for demands on reps at short notice. Therefore, managers will be resourced to enable them to respond to such situations and clear procedures set in each workplace for short term demands.
- 11.3 Where major projects require sustained time off for workplace reps, fully funded backfill shall apply for the duration of the project.

12. TRADE UNION FACILITIES

12.1 [Name of employer] agrees to provide defined facilities to union representatives to enable them to discharge their duties, including provision of::

- Secure office space with secure storage;
- A notice board;
- Access to confidential telephone, fax, internal mail and email;
- Reasonable use of equipment such as telephones, franking machines, photocopiers, and PCs;
- Reasonable accommodation for meetings and trade union education;
- Reasonable access to administrative support and secretarial services.
- Appropriate facilities for meetings and training
- [Additions to this list may be needed for health and safety reps to enable the conduct of investigations, such as specialist health and safety equipment suitable for the workplaces that they cover]

13. NO DETRIMENT AND CONFIDENTIALITY

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

13.2 In line with the ACAS code [in Northern Ireland replace with LRA code], [name of employer] will respect the confidential and sensitive nature of communications between union representatives and unions members.

13.3 [Name of employer] shall provide transparency about the organisation's monitoring and storage of electronic communications There shall be no monitoring of union emails other than in a highly exceptional circumstance, as defined by the Information Commissioner]. If [name of employer] believes such exceptional circumstances apply, its reasons shall be set out to union reps for their consideration.

14. CONCLUSION OF FULL-TIME RELEASE

14.1 Where a union rep has been given full-time release for union duties and activities and the employee's period in office as that rep comes to a conclusion, the employee shall return to their substantive post or where following consultation reorganisation has resulted in the loss of that post, every effort will be made to make available a suitable alternative without detriment to terms and conditions in line with the [name of employer] organisational change policy.

15. DISPUTES

- 15.1 [Name of employer] and [UNISON branch] agree to make every effort to resolve disputes in relation to time off for trade union duties and activities.
- 15.2 However, it is recognised that it is not possible to be prescriptive about all duties, activities and the time required to carry them out, therefore disputes may arise in interpretation of this agreement.
- 15.3 It is agreed that requests for time off will not be unreasonably refused. But where permission to take time off is withheld, an explanation for the reason(s) will be given by the appropriate representative of management.
- 15.4 If [UNISON branch] is dissatisfied with the decision, the matter may be referred to [name appropriate senior role, such as head of HR].
- 15.5 If agreement cannot be reached, the matter may be referred to the [appropriate negotiating body].

16. REPORTING

[This section should only be included where the organisation is subject to the Trade Union (Facility Time Publication Requirements) Regulations 2017, as set out in the “How to respond to facility time reporting requirements” section of this guide]

- 16.1 Reporting and collection of facility time data will be limited solely to those details required under section 13 (3) of the Trade Union Act;
- 16.2 [Name of employer] will ensure confidentiality for union reps in publication of paybill information by avoiding the naming of individual reps and applying the provisions of section 4 (3) of the Trade Union (Facility Time Publication Requirements) Regulations 2017 for substituting notional hourly rates for actual hourly rates where an individual might be identified if the actual hourly rates were published.
- 16.3 Alongside any publication of facility time costs, [name of employer] will state its support for facility time and the net cost benefits it generates for taxpayers as follows:
- [Name of employer] believes that facility time is a vital part of ensuring good employment relations.
 - Independent studies have found facility time to play a key role in resolving conflict before issues escalate into more serious and costly problems, as well as ensuring necessary changes to operations are managed efficiently²
 - Research has shown that for every £1 spent on trade union facility time, taxpayers receive at least £2.31 back in savings³ and employee representatives in the workplace result in⁴:
 - 13,000 to 25,000 fewer dismissals each year across the UK, creating a benefit of £107m to £213m for employers.

² NatCen, The Value of Trade Union Facility Time, June 2012

³ Professor Gregor Gall, University of Bradford, The Benefits of Paid Time Off for Trade Union Representatives, February 2016

⁴ TUC, Facility Time for Union Reps - Separating Fact from Fiction, June 2012

- 17,000 to 34,000 fewer voluntary 'exits', worth a saving of £72m to £143m to employers
- 8,000 to 13,000 fewer injuries, equivalent to 161,000 to 241,000 fewer working days lost. Benefits range from £136m to £371m to society.
- 3,000 to 8,000 fewer cases of work-related illness equivalent to 125,000 to 375,000 fewer working days lost. Benefits range from £45m to £207m to society.

17. AMENDMENT OF AGREEMENT

17.1 Either side may submit proposals for amendment of this agreement, which will then be discussed at the joint negotiating committee.

17.2 Both sides agree to review this agreement in twelve months and annually thereafter.

18. SIGNATORIES

This agreement comes into force on:

Date:.....

This agreement will be reviewed on:

Date:.....

SIGNED for *[Employer Name]*

DATE

SIGNED for *[UNISON Branch]*

DATE