

CPS Facilities agreement (Appendix 1 & 2 located below)

Principles

Parties to the agreement

1. This document forms an agreement between the Management and Trade Union Sides of the Crown Prosecution Service Departmental Whitley Council. It sets out the principles, guidance and procedures which govern the facilities made available by the Crown Prosecution Service (herein referred to as "the CPS") to employees who are accredited representatives or members, other than paid officials, of the trade unions recognised by the Department. The trade unions who are party to this agreement are:
 - o The Association of First Division Civil Servants (FDA); and
 - o The Public and Commercial Services Union (PCS).

[Top of page](#)

Aims and objectives

2. The aims and objectives of this agreement are to establish a framework which:
 - o promotes effective industrial relations at all levels;
 - o defines the duties and responsibilities for which facilities may be given to accredited trade union representatives or members of trade unions; and
 - o allows the economic, effective and efficient allocation, monitoring and control of facility time.

[Top of page](#)

Principles of the agreement

3. The main principles of the agreement are:
 - i. Management will make every effort to agree to reasonable requests for facility time. The provision of facilities, including facility time, is at all times subject to management approval and the withholding of any particular facility will be based on justifiable operational needs;
 - ii. Activities covered by this agreement are those in which management and the trade unions are involved (Industrial Relations Duties), and those which are of concern to the trade unions only (Trade Union Activities);
 - iii. Both Sides will ensure the agreement is understood and applied consistently throughout the CPS. Disagreements on points of principle, or requests for clarification as to the intention of this agreement, may be referred to the Personnel Management Committee. Any continued

- disagreement may be referred for resolution to the Departmental Whitley Council;
- iv. The detailed arrangements for the granting of facilities in accordance with the provisions set out in this agreement will be renewed annually;
 - v. Facilities detailed in the agreement will not be provided for activities involving the detailed planning or the specific implementation of a decision to take industrial action;
 - vi. All trade union representatives and members who are granted time-off under the provisions of the agreement will maintain a time-off diary which must be made available to management on request;
 - vii. This agreement may be reviewed by the Personnel Management Committee at any time at the request of either Side, or may be terminated by either Side following 6 months' written notification.

[Top of page](#)

Guidance

Functions

4. The functions for which time-off will be allowed under the provisions of this agreement are:
 - . Industrial Relations Duties
 - Whitley
Whitley is the name of the machinery that exists within the Civil Service to facilitate negotiation and discussion between management and trade unions on all matters which affect the terms and conditions of service of the staff. In the CPS, this machinery consists of a Departmental Whitley Council and various sub-committees to allow negotiation and discussion of general matters affecting staff in the Department, and Area and Headquarters Whitley Councils (including any sub-committees) to allow negotiation and discussion of matters particular to staff within a specific Area or within CPS Headquarters. Examples of Whitley duties covered by this agreement are contained in [Appendix 1](#).
 - Pay Bargaining
This relates only to those activities in respect of Pay Bargaining covered by the CPS Procedural and Recognition Agreement (PARA). Examples of the Pay Bargaining activities covered by this agreement are contained in [Appendix 1](#).
 - Other Industrial Relations Duties
Other Industrial Relations Duties covers the range of activities, other than those encompassed by the formal Whitley forum or Pay Bargaining arrangements, which deal with negotiations and discussions between management and the trade unions in the CPS concerning the conditions of service of staff. Examples of Other Industrial Relations Duties covered by this agreement are contained in [Appendix 1](#).

- i. Trade Union Activities
 - General Trade Union Activities
General Trade Union Activities are those which relate to the internal management, organisation or policy development of a trade union which is recognised by the CPS. Examples of trade union activities covered by this agreement are in [Appendix 1](#).
 - Training and Conferences
Training and Conferences are those which are run for members or accredited representatives of trade unions recognised by the CPS. Examples of training and conferences covered by this agreement are contained in [Appendix 1](#).

[Top of page](#)

Health and safety

5. Under Section 2(4) of the Health and Safety at Work Act, 1974, a recognised trade union may appoint health and safety representatives from amongst its members. However, time-off for this function does not fall within the provisions of this agreement. Guidance on time-off for health and safety representatives can be found in the CPS Health and Safety Manual.

[Top of page](#)

Eligibility

6. There are two categories of staff for whom time-off may be granted under the provisions of this agreement: accredited representatives and trade union members.
7. An accredited representative is any employee who has been duly elected or appointed:
 - . to the Trade Union Side of any Whitley Council or sub-committee; or
 - i. as a representative involved in negotiation, consultation or trade union activities.

Examples of the activities for which time-off may be granted are in [Appendix 1](#).

8. A trade union member is any member of staff who is a paid up member of one of the trade unions recognised by the CPS. Examples of the activities for which time-off may be granted to trade union members who are not accredited representatives are in [Appendix 2](#).

[Top of page](#)

Other facilities

9. In addition to time-off, the following facilities will be made available to accredited representatives and, where appropriate, trade union members.

[Top of page](#)

Election of accredited representatives

10. The CPS will provide facilities for the election of CPS trade union representatives or for the announcement of election results from ballots of individual members held previously. Where the election takes place at a general meeting of a trade union, the meeting should be allowed to start during working hours and, where possible, on official premises. The trade unions should agree the arrangements with management as far in advance as possible to minimise disruption to official work.

[Top of page](#)

Office accommodation

11. Every effort will be made to provide the Trade Union Side or union accredited representatives with a room for their exclusive use. Where this is not possible, the CPS will allow the use of a general room, when required. Rooms will be allocated on the understanding that they may be reallocated if required for overriding official purposes, subject to full consultation. Management will also provide, wherever possible, a room for Trade Union Side or union meetings.

[Top of page](#)

Furniture

12. Management will provide the Trade Union Side and each trade union with any necessary furniture - e.g. a desk with a lockable drawer and/or lockable cabinet.

[Top of page](#)

Communications

13. Accredited representatives will be allowed the use of an official telephone, with reasonable privacy, and a fax machine. Where possible, these will be in the room allocated to the Trade Union Side. The normal departmental rules relating to the use of official telephones and fax machines will apply.

[Top of page](#)

Notice boards

14. The CPS will provide, without charge, notice boards for the exclusive use of the trade unions. These boards may be used to exhibit notices of general interest to staff. The trade unions may not exhibit these notices elsewhere on official premises without the prior consent of Management.

15. Notwithstanding paragraph 14, management may challenge the propriety of any notice exhibited by a trade union and, on giving reasons, subsequently to be confirmed in writing, secure its immediate withdrawal. The trade union concerned will be free to make representations to management about the reinstatement of such notices.

[Top of page](#)

Office services

16. Correspondence between Trade Union Sides or individual unions and their members may be sent through the internal distribution system. Material sent through the post must not be enclosed in official envelopes and must bear the appropriate postal charge. The trade unions may also use the Inter-Departmental Despatch Service (IDS) and Document Exchange Service (DX) for the delivery of its mail.
17. Where available, accredited representatives may be allowed the use of official typing, duplicating, photocopying, facsimile and electronic communications facilities, for essential work in respect of their representational duties, provided it does not interfere with official work.

[Top of page](#)

Access to information

18. The Trade Union Side and accredited representatives may have access to documents which set out the rules relating to pay, conditions of service and such other matters affecting employees. Access to information relating to staffing, and statistics in respect of matters affecting employees, will be agreed by Management and the Trade Union Side at the appropriate time. A list giving examples of both categories of documents is at [Appendix 3](#).

[Top of page](#)

Personnel management arrangements

19. It is an underlying principle of effective industrial relations that accredited representatives are treated similarly to other members of staff for the purposes of personnel management.
 0. Performance Appraisal
 - i. In order that the skills and experience gained and utilised during the time spent as an accredited representative may be taken into account, agreed facility time allowances should, where appropriate, be encompassed in the forward job plan of the individual's performance appraisal report (PAR).
 - ii. For those accredited representatives whose facility time allowance is 20% or more but less than 50%, a break report should be completed at the end of the appraisal period by an appropriate trade union representative and passed to the CPS line manager to attach to the PAR.

- iii. Where an accredited representative's facility time is 50 % or more but less than 80%, the roles are reversed: an appropriate trade union representative should fulfil the role of the reporting officer and the CPS line manager should complete a break report, to be attached to the appraisal form.
 - iv. In the circumstances described in (ii) and (iii), the "appropriate trade union representative" will be a matter for agreement between the accredited representative, the "appropriate trade union representative" and the countersigning officer. Agreement should be reached at the start of the appraisal period and the name of the trade union representative notified to the Area Business Manager.
 - v. Trade union representatives undertaking appraisal responsibilities should set objectives in relation to the accredited representative's industrial relations duties/trade union activities.
 - vi. Reporting and countersigning officers should be agreed with accredited representatives on 80% or more facility time at the start of the appraisal period and objectives set. However, a deemed box 3 assessment will be given at the end of the reporting period unless a full appraisal is required for some other reason (i.e high performance or trawl application). The names of the reporting and countersigning officers should be notified to the Departmental Management Side Secretary at the start of the reporting period.
 - vii. Countersigning officers will be CPS managers. This role will be fulfilled by whoever is best placed to comment on the accredited representative's performance. In fulfilling their role, countersigning officers should take due account of both the line manager's and the trade union representative's assessments.
1. Promotion and Progression
The principles and procedures governing promotion and progression apply to accredited representatives who should be treated in the same way as other members of staff.
 2. Training
There will be a continuing responsibility on the CPS to provide training. When considering training needs, accredited representatives should be treated in the same way as other members of staff, in order that they, too, may seek to take advantage of any promotion or career development opportunities.

[Top of page](#)

Procedures

General

20. Before the end of each financial year, the Departmental Management Side Secretary will agree with the Departmental Trade Union Side the amount of facility time to be allocated for the following year in respect of:
 - o Departmental Whitley Council and its associated committees;
 - o Area and HQ Whitley Councils; and
 - o Trade Union Activities, Training and Conferences.

[Top of page](#)

Departmental representatives

21. Once the overall allocations have been agreed, each trade union will notify the Departmental Management Side Secretary in writing, by 30 April, of the names, duties and responsibilities, and facility time allocation for their departmental accredited representatives. Details of the departmental representatives will be circulated by the Management Side Secretary to Area Business Managers and HQ Directors with a summary of the facility time allocations for Area Whitley Councils and Trade Union Activities.
22. In addition, each trade union will notify the Departmental Management Side Secretary in writing, at the earliest opportunity, of any changes to the above during the year, so that the relevant Area Business Managers and HQ Directors can be informed.

[Top of page](#)

HQ & Area representatives

23. At the end of each financial year, the Trade Union Secretary will notify the Area/HQ Management Side Secretary, in writing, of the names, duties and responsibilities of their Area accredited representatives for the following year.
24. On receipt of this information, the Area/HQ Management Side Secretary will agree with the Area/HQ Trade Union Side Secretary the division of the Area/HQ Whitley time-off allocation between the Chair, Secretary and members of the Trade Union Side.
25. The Area/HQ Management Side Secretary will also agree the division of the Area/HQ time-off allocation for each trade union with the respective recognised unions.
26. In addition, the Trade Union Secretary will notify the Area/HQ Management Side Secretary at the earliest opportunity, in writing, of any changes to the above during the year.

[Top of page](#)

Training and conferences

27. Requests for time-off for this purpose should be accompanied by written confirmation from the headquarters of the relevant trade union of the details of the training course or conference and that the individual in question has been nominated to attend. Approval to attend will not be granted without this written confirmation.

[Top of page](#)

Management of facility time

Time-off diaries

28. Accredited representatives are required to maintain a time-off diary, which records their annual facility time allocation and usage. A copy of this diary can be found at Appendix 4. Travelling time need not be recorded in the time-off diary.
29. On being appointed, accredited representatives will be advised of their annual facility time allowances for industrial relation duties and/or trade union activities by their Area Business Manager/HQ Director and will be provided with a time-off diary. The total allowances must be entered in the appropriate boxes on the upper right hand side of the diary and the time-off taken thereafter must be recorded in the relevant sections. Apart from those with 100% facility time, accredited representatives must send a copy of the time-off diary to their Area Business Manager/HQ Director quarterly. Definitions of industrial relation duties and trade union activities are given on the reverse of the diary itself and at paragraph 4 of this agreement.
30. Trade union members who are not accredited representatives, but who are given time-off under the provisions of this agreement, are also required to record such time-off in a time-off diary.
31. Allowances will normally be recorded in days, hours and minutes on the time-off diary as follows:

100% = 213 days

50% = 106 days

10% = 21 days

5% = 11 days

2% = 4 days

1% = 2 days

[1 day = 7.2 hours in London; 7.4 hours elsewhere]

[Top of page](#)

Authorisation

32. Where possible, time-off must be approved in advance by line management, who should record their approval on the relevant time-off diary. In order to minimise disruption to official business, line management should be provided with as much notice as possible.
33. Whilst accredited representatives should remain within their respective allowances for industrial relation duties and trade union activities they may, where warranted by the nature of their duties and responsibilities, vire a proportion of their allocation from one function to another. This should be agreed with the appropriate Management Side Secretary (see paragraph 34) and the time-off diary amended accordingly.

34. The overall facility time allowance for an accredited representative may only be changed during the year where this is agreed in writing by the Management Side Secretary at the appropriate level (Area/HQ Management Side Secretary for HQ and Area representatives and Departmental Management Side Secretary for Departmental representatives). Any approved increase will be offset by viring against another, or other, accredited representatives.

[Top of page](#)

Annual returns

35. The facility time accounting year runs from 1 April to 31 March. At the end of each year, accredited representatives and trade union members who have taken time-off under the provisions of this agreement are required to return their completed time-off diary to their Area Business Manager/HQ Director.

[Top of page](#)

Mid-year review

36. Following consultation with the Departmental Trade Union Side, Personnel Directorate may undertake a mid-year review of facility time, with a view to ensuring that the usage complies with the levels established at the beginning of the year. Where this occurs, all accredited representatives are required to submit a copy of their time-off diary at the mid-year point (30 September) to the Area Business Manager/Personnel Directorate (HQ). In exceptional circumstances, if the level of activity by a trade union in a particular Area is higher than that anticipated by the initial allocation, the headquarters of the trade union concerned will be required to increase the allocation for that Area by viring against Areas with a lower than expected take up. Similarly, the allocation for a CPS Area Whitley Council Trade Union Side may be increased by viring from Areas with less activity than that anticipated. This will be done centrally and the Area Business Managers/HQ Directors concerned will be notified of the revised allocations.

Appendix 1 - Examples of duties and activities covered by this agreement

1. Industrial Relations Duties

i. Whitley

- Attendance at joint meetings between trade unions and management under the Whitley structure.
- Preparation for joint meetings between trade unions and management under the Whitley structure.

ii. Pay Bargaining

- Attendance at meetings with management/the Pay Negotiating Team in relation to pay bargaining.
- Preparation for meetings, consultations, negotiations in respect of pay bargaining.
- Organising for and the balloting of members of the trade union in respect of pay bargaining.
- Local consultation of trade union members in respect of pay bargaining.

iii. Other Industrial Relations Duties

- Attendance at joint meetings between trade unions and management outside the formal Whitley meetings.
- Negotiation or consultation with management - e.g. on terms and conditions of service - outside the formal Whitley meetings.
- Preparation for joint meetings, negotiations and consultation outside the formal Whitley meetings.
- Informing members of progress on negotiations or explaining the outcome.
- Meetings with other trade unions officials on matters of joint interest with management.
- Representing members on grievance, inefficiency and disciplinary matters.
- Appearing on behalf of members, or as witnesses, before the Civil Service Appeal Board, a Medical Appeal Board (or a similar Departmental Board), or an outside official body such as an Employment Tribunal.
- Explaining to groups of new employees the role of the trade union in the CPS and the Civil Service.

2. Trade Union Activities

i. General Trade Union Activities

- Attendance at trade union policy making bodies.
- Attendance as a delegate or trainee delegate at a conference of a trade union recognised by the CPS.
- Representing the trade union on external bodies relevant to employment in the Civil Service.
- Official trade union duties.

ii. Training and Conferences

- Attendance at any trade union conference as a nominated delegate or trainee delegate or a training course organised by a recognised trade union or the Trade Union Congress.

Appendix 2 - Examples of activities for which time-off may be granted to trade union members

1. Attendance as a delegate or trainee delegate at a conference of a trade union recognised by the CPS.
 - Voting at the workplace.
 - Attendance at an annual general meeting, or any other general meeting, of a trade union branch.
 - Attendance at a training course organised by a recognised trade union or the Trade Union Congress.
2. Where it is necessary for a trade union to hold meetings of members for the purposes set out above, the trade union should agree the arrangements with management as far in advance as possible.
3. Where a meeting necessarily involves a large proportion of employees at any one time, management and the trade union concerned should agree on a convenient time which minimises the disruption of official work and allows services to the public to be maintained - eg towards the end of the working day or just before or just after the lunch break.
4. Where a flexible working hours system is in operation, the appropriate credit should be allowed for attendance at any such meeting.