

ISLE OF MAN PUBLIC SERVICES COMMISSION

PUBLIC SERVICES COMMISSION FACILITIES AGREEMENT 2015

1. GENERAL

1.1 The Public Services Commission ("the Commission") Prospect, and Unite the Union are agreed that the interests of good employee and industrial relations are best served if reasonable facilities are provided to union representatives for the purposes of performing trade union duties and activities.

1.2. In this Agreement:-

- Employee means an employee of the Isle of Man Government, including, but not limited to an employee of the Public Services Commission
- "Facility time" will be time off whether paid or unpaid as defined by this Agreement.
- 'the Unions' refers to Prospect and Unite the Union
- a 'union representative' means a member of the union who is a Public Services Commission Employee and who has been elected to or co-opted on the Executive Council of the Branch **or** a Public Services Commission Employee elected or appointed as a representative of the Branch in accordance with its rules.
- 'JNC' means the Public Services Commission Joint Negotiating Committee.
- 'working hours' means the hours during which the Employee concerned would normally be working.

2. UNION REPRESENTATIVES

2.1. While recognising that an employee's first responsibility must be to the workplace in which he or she is working, a union representative will be entitled to a reasonable amount of paid facility time during working hours in accordance with the terms of this Agreement.

2.2 Union duties include the following:-

- a) Attending meetings of the JNC and any of its sub-committees, provided that the timing of such meetings is so arranged as to minimise disruption to public services or their workplace
- b) Attending meetings of the Branch and any of its sub-committees, provided that the timing of such meetings is so arranged whenever possible, so as to minimise disruption to public services.
- c) Discussing with union members who are Public Services Commission Employees, matters relating to work place issues of a personal or collective nature (and in respect of issues of a collective nature this includes prospective Public Services Commission employees).

- d) Accompanying union members who are Public Services Commission Employees in an advisory or representative capacity, in accordance with any agreed procedures such as those for the handling of grievances, disciplinary and capability issues.
- e) Subject always to the need to maintain services to the public, undergoing training relevant to representational duties organised by the TUC or the union, provided:
 - i. the union representative is sponsored by the union;
 - ii. the application for such facility time has been approved by the union;
 - iii. the cumulative length of the forthcoming absence and preceding absences of any union representative for the same reason will not exceed 15 days in any period of 2 years. Applications for periods of absence that would exceed this limit, whether cumulatively or in themselves, may be considered in exceptional circumstances if they are supported in writing by the union, with details.
- f) Attending, the Bi-Annual Delegate Conference of Prospect, and the Bi-Annual Civil Service Sector Conference of Prospect, or the National Executive Committee and its subcommittees. Attending, National committees or regional committees of Unite the Union if appointed as delegate to them. Attending, TUC and IOM TUC. (All days specified under (f) are not to be included in the allocated days for training as cited in 2.2 e) iii above).
- g) Attending meetings or events relating to industrial relations matters having an impact across the Isle of Man Public Sector, concerning terms & conditions of members of the Branch, but which are outside the remit of the JNC e.g. pensions matters.

2.3. Union representatives and Employees who are members of Prospect / Unite the Union and being represented will be allowed reasonable paid facility time to discuss or represent on matters concerning work place issues of a personal or collective nature. It is the responsibility of the union representative or the member to obtain the prior permission of their appropriate management to attend such meetings. It is the responsibility of the union representative to obtain prior permission to enter the member's workplace. Line management will be expected to accommodate any reasonable request for time and facilities to conduct such meetings. Both parties recognise the need to minimise the impact of such meetings on the public service.

3. FACILITY TIME FOR MEMBERS OF THE UNION

- 3.1.** An Employee who is a member of Prospect / Unite the Union will be allowed a reasonable amount of facility time during working hours to take part in union activities (excluding activities which constitute industrial action) but, where absence is allowed for such activities, there is no entitlement to pay for the period of absence from duty.

Employees who are members of Prospect / Unite the Union but not union representatives may also be allowed paid facility time to attend activities of the union during working hours, where agreed between the Commission and Prospect / Unite the Union.

4. APPLICATIONS FOR FACILITY TIME

- 4.1.** In order to facilitate consideration of requests, it is acknowledged that managers need as much advance notice as possible of all applications for time off work. Absences of 1 hour or less will not normally require a formal application, but it is expected that managers will be informed verbally or by email. For absences of more than 1 hour, applications shall be made to the manager of the Department or Division in which the union representative is working. These should be made in writing or by email, wherever possible using the form at **Appendix A** to this Agreement. The amount and frequency of facility time should be reasonable in all circumstances. In the case of attendance at training courses, EC meetings, representative forums etc. this notification should be achievable from an early stage. If circumstances make it impracticable to apply in writing, permission can be obtained verbally in the first instance and confirmed in writing later. Wherever possible, such applications should be submitted **fourteen days** prior to the date of the absence.

- 4.2.** All applications for facility time will be considered promptly by the Accounting Officer (or other person so authorised). Each application for facility time will be considered with reference to the facility time already taken or agreed and the following guidelines.

a) Training for trade union activities will normally be most intensive when a union representative is new to post. It would be reasonable to apply a benchmark of a maximum of 10 days paid facility time per annum for training in the Employee's first year as a union representative. However, further training needs per annum may be identified. For example if the union representative is a member of negotiating teams and/or if a union representative is new to the role. Also, careful consideration must be undertaken by both parties to ensure facility time is reasonable and proportionate overall to the circumstances, across the public service, over the time period facility time is requested. For example, if the service is undergoing a rapid or prolonged period of change or there are specific circumstances of more intense industrial relations.

b) For the avoidance of doubt, Prospect / Unite the Union and the Commission are agreed that up to 10 paid facility days per annum, in the first year of appointment as a new union representative is reasonable for the purposes of training, and thereafter time off for training will be in

accordance with 2.2 e) iii above. Following this, up to 5 days training per annum is agreed, but it is recognised that these are guidelines and are subject to operational circumstances.

- c) Prospect / Unite the Union will not permit attendance on training courses, where there is no demonstrable benefit to the union.
- d) It is important for management to be able to demonstrate they are not attempting to limit activity purely because it is trade union activity. Conversely, union representatives must be able to demonstrate that the facility time requested is for legitimate union duties/activities.
- e) Union representatives will have a responsibility to make themselves aware of the provisions for facility time, and where there is clear abuse of this through falsely claiming facility time where trade union activities are not being undertaken under the provisions of this agreement, this could lead to disciplinary proceedings being instigated following investigation.

4.3. The Accounting Officer shall ensure that a record is kept of all applications for facility time under this Agreement which shall include the actual duration of the absence and which can be audited, if required.

5. OTHER FACILITIES

5.1. The use of official premises for meetings of the Branch or for the conduct of ballots on industrial relations issues may be permitted at the discretion of management, as may the use of official telephones and notice boards. Permission for such facilities will not be unreasonably refused and, where granted, will not be abused.

5.2. For specific projects or busy periods of change/modernisation/industrial relations the Commission and Prospect / Unite the Union may agree facility time for specified Employees who are members of the union, where it can be of benefit to promote more intense and prolonged partnership working. These members shall be jointly agreed by the unions and the Commission.

6. NOTIFICATION OF UNION REPRESENTATIVES

Prospect / Unite the Union shall provide to the Commission details of all duly elected or appointed union representatives. The details required shall be the name, the area for which they are appointed representative, and any specialist responsibility if applicable. The representative is responsible for informing line management of their appointment.

7. COMPLAINTS

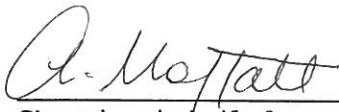
The JNC will be available to advise jointly on applications for time off and/or payment under this Agreement and will endeavour to resolve cases of complaint where such applications have not been approved.

8. AMENDMENT AND REVIEW OF THIS AGREEMENT

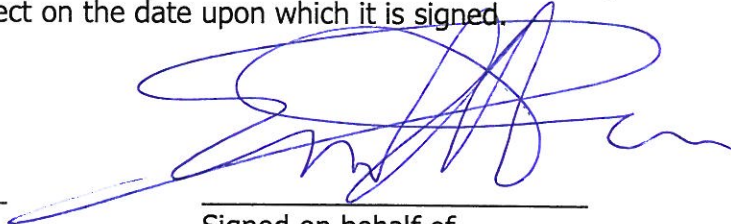
The terms of this Agreement may only be amended when agreed by the Commission and Prospect / Unite the Union. The Commission and Prospect / Unite the Union undertake to review this Agreement every 2 years to ensure its effectiveness and suitability.

9. COMMENCEMENT

This Agreement may be cited as the Public Services Commission Facilities Agreement 2015 and shall come into effect on the date upon which it is signed.



Signed on behalf of
Prospect



Signed on behalf of
Unite the Union



Signed on behalf of the Commission

1 September 2015

APPENDIX A

PUBLIC SERVICES COMMISSION JOINT NEGOTIATING COMMITTEE

**APPLICATION FOR TIME OFF UNDER THE
PUBLIC SERVICES COMMISSION FACILITIES AGREEMENT 2015**

Name

Department

Please complete the table below for all applications for time off for union activities and duties.

STATUS MEMBER (M) OR ACCREDITED REP (AR)	DATE OF ABSENCE	TIME / DURATION	REASON FOR ABSENCE	UNION DUTIES (D) OR UNION ACTIVITIES (A)	LOCATION (IF APPROPRIATE)

- Please refer to the Public Services Commission Facilities Agreement 2015 which details the activities and duties which entitle association members and accredited representatives to receive paid time off.

Signed _____

Date _____

Approved by _____

Date _____

NOTES

Accredited representatives or association members should provide management with as much notice as practically possible when applying for time off. Management should be advised as soon as possible of course nominations.

Where the absence is to attend a training course, the application must have been approved by the Association.