GIG CYMRU NHS WALES | Iechyd Cyhoeddus Cymru Public Health Wales	**Version : 1** **Date : March 2026** **Review : March 2029**

Public Health Wales
Trade Union Recognition and Facilities Time Agreement
2026

This Trade Union Recognition and Facilities Time Agreement sets out the shared commitment between Public Health Wales and its recognised Trade Unions to work in partnership, with trust and mutual respect, to support positive industrial relations and the wellbeing of the workforce.

The document defines the framework for union recognition, representation, facility time, and partnership working across the organisation. It outlines the roles and responsibilities of accredited representatives, union officers, members, and managers, and details the processes for accessing facility time, training, communication, and the provision of appropriate physical and digital resources.

The agreement reflects relevant UK and Welsh legislation and national guidance, ensuring lawful, fair, and transparent engagement between unions and the organisation. Owned jointly by Public Health Wales and the recognised Trade Unions, the agreement provides a foundation for constructive collaboration, effective employee representation, and the resolution of issues through agreed procedures.

It will be reviewed every three years or sooner if required due to changes in legislation or organisational need.

Leads
Director of People and OD
Chair, Staffside Committee

Approved by	People and Organisation Development Committee
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Public Health Wales

Trade Unions Recognition and Facilities Agreement

1. **Introduction**
   This agreement sets out Public Health Wales's approach to Trade Union recognition and representation for Agenda for Change staff throughout the organisation. The purpose of this document is to establish a framework within which the relationship between the employer, its workers and their unions can be further established and maintained; to evidence the enabling of meaningful union engagement in decisions affecting workforce wellbeing and service delivery, as set out in the Social Partnership Duty.
2. **Definition of Terms**
   2.1 The Organisation: refers to Public Health Wales NHS Trust

   2.2 The Unions: refers to recognised unions - UNISON, Unite, Royal College of Nursing, Society of Radiographers, Managers in Partnership (MiP) and GMB

   2.3 Staff: refers to all workers in the Organisation
3. **Background**

   3.1 The Organisation and the Unions are committed to implementing the values of working together with trust and respect to make a difference, and recognise that the core aspects of successful partnership working are:

   - Team working
   - Openness
   - Honesty
   - Mutual respect and trust
   - Recognition of individual contribution

   3.2 This policy reflects the following laws and guidance issued in the UK and Wales:

   - ACAS Code of Practice 3 (January 2010)
   - Section 199 of the Trade Union and Labour Relations (Consolidation) Act 1992, which came into force on 1st January 2010
   - Social Partnership and Public Procurement (Wales) Act 2023
   - Agenda for Change NHS Terms and Condition of Service Handbook – Part 4 Section 25: Time off and facilities for Trade Union Representatives (May 2009): NHS Terms and Conditions of Service Handbook | NHS Employers
   - Employment Rights Act 2025

4. **Who this Agreement Applies to**
   4.1 This agreement applies to accredited representatives of the specified Unions, who have been duly elected in accordance with the rules of the respective Unions Representatives will:
   - Abide by the rules of their Trade Union and the policies and procedures of the Organisation
   - Represent their members on matters that are of concern to the workers of the Organisation and the Organisation itself

Types of accredited representatives covered by this policy:

- Union Learning Representatives
- Union Health and Safety Representatives
- Union Equalities Representatives
- Union Environment Representatives
- Union Workplace Representatives/Stewards

4.2 This policy also applies to Officers of the specified Unions, who may not be representatives but who will be duly elected in accordance with the rules of the respective Unions.
Officers who are not also representatives will:

- Abide by the rules of their Trade Union and the policies and procedures of the organisation
- Conduct TU business related to their role

4.3 This policy also applies to members of the specified Unions in relation to accessing the following:

- Trade Union Branch meetings
- Membership services like TU-provided learning
- Their TU representation in meetings, formal and informal (where appropriate)
- Union-facilitated equality, health and regional committees, councils and conferences
- Partnership working activities, e.g. job evaluation panels

4.4 The Unions, in partnership with the Organisation, will determine the appropriate number of representatives they wish to appoint and seek to ensure that representation has due regard for the Organisation's workforce, different roles and locations. There is no arbitrary limit to the number of Union representatives possible in the Organisation.

4.5 The Unions agree to inform the Organisation in writing of all elected representatives and to notify the Organisation of any subsequent changes

5. Facility Time

5.1 Facility time is the time made available to TU representatives and members to allow them to carry out Trade Union Duties and Activities. There is a statutory right to reasonable paid time off from employment for representatives to carry out Trade Union Duties. The Organisation recognises the importance of supporting TU representatives, officers and members to be involved in the diverse range of activities available to Union members and therefore expects that requests for paid time off for Representatives, Officers and members will not be unreasonably refused.

Subject to the needs of the service and adequate notification (where possible), accredited representatives are permitted paid time off for union duties and activities, including time to prepare for meetings, disseminate information and outcome to members during working hours. It is neither practicable nor helpful to be prescriptive about the amount or frequency of paid time off which can be granted to Trade Union

Representatives. This will vary according to fluctuations in demand on the Union Representative's role and the immediate, and in some cases unexpected, needs of the service, members and other local factors.

The TUC position is that there should be no upper limit on paid time off for representatives.

Common types of Trade Union Duties and Activities can be found on the Acas website.

Representatives and Officers commit to:
- Requesting facility time as far in advance as is reasonable in the circumstances
- Indicate the general nature of the business for the request
- Indicate where they can be contacted if required for emergency service cover
- Provide details of any necessary travel in relation to the request

Union members commit to:
- Requesting facility time as far in advance as is reasonable under the circumstances
- Providing the start and end times of any meetings they wish to attend
- Indicate the possible period of absence so far as is possible
- Provide details of any necessary travel in relation to the request

Managers commit to:
- Be aware of the legal requirements in relation to Trade Union membership and activism
- Considering each request for facility time on its own merit
- Not unreasonably withhold facility time from members or representatives
- accommodate requests within reasonable timescales, in the interests of good industrial relationships
- Keeping in mind the TUC recommendation that no upper limit on paid time off should be applied to Representatives
- Recognising the vital importance of Trade Union work
- Ensure that Trade Union Representatives are not disadvantaged by losing time accumulated as a result of Trade Union work and/or travel, this includes in regard to accessing training, progression, out of hours/unsocial hours pay enhancements and other elements of the substantive role of the Representative
- Never using the requirements of the service merely as a device for restricting Trade Union representatives from performing their recognised Trade Union duties and activities
- Ensure that Trade Union members are not disadvantaged by their membership of the Trade Union
- Fund appropriate travel and/or accommodation for representatives regarding case representation and other duties/activities – the Public Health Wales Travel and TOIL Policy - Corporate Policies and Procedures Library

5.2 Part time, shifts or night duty workers
Trade Union Representatives who work part time, out of hours shifts or night duty will be treated equitably. Public Health Wales recognises that Union Representatives employed to work in these patterns may face particular issues in respect of effective

representation and communication with members (who may not typically work out of hours). As such, these Representatives / members shall have the following additional provisions in addition to being granted reasonable time off to undertake Union work during their normal working hours:

- May request to adjust or rearrange work commitments to enable participation in duties and activities
- Where the representative works occasional shifts and needs to swap a shift specifically to attend to Union duties or activities, they shall be entitled to the pay they would have accrued working that shift. This is to reduce the possible financial disadvantage faced by shift workers who are Union Representatives and have to rearrange shifts frequently.
- Likewise, where a shift worker is released on full time facility time, they shall be paid for out of hours shifts which they cannot work due to their changed hours
- In some scenarios, it may be vital for the service to have shifts covered by the representative and for them to attend to Union duties/activities outside of their normal hours.In this case, the Representative may request to work the additional hours for TOIL, following the principles in the TOIL procedure~~olicy *link*~~
- Both the Representative and the Manager must take care to ensure that their case work, role and responsibilities are proportionate and reasonable to their situation, e.g. if a Representative was accumulating >7.5 hours of TOIL each week regularly, they may struggle to take it in good time and would need to review their situation with both their Union and their Manager

5.3 Ad hoc member phone calls/meetings outside of work hours

The aim of this agreement is to allow Trade Union members to discuss their cases with Trade Union Representatives during work hours.

The Organisation recognises that there may be circumstances in which a member does not feel able to request facility time directly from their Manager, particularly where the matter relates to the conduct of that Manager.

In order to reduce the possible disadvantage felt by Trade Union Representatives who take phone calls outside of their usual work hours, the Organisation will provide TOIL for ad hoc calls/meetings with members, however all efforts should be made to enable Union work to take place during working hours.

5.4 Refusing a request for Facility Time

If facility time is refused, the manager should provide the reason(s) for the refusal, e.g. a likely adverse impact on the service or an inappropriateness of request. This must be provided in a reasonable time frame and in writing. For example, if annual leave slots are available on a day where facility time is requested then that request shall be treated as reasonable unless there is another reason for refusal.

Reasonable grounds for refusal include:

- Adverse effect on service
- Inappropriate request, e.g. some educational courses or activities may need to be applied for using the study/development policy rather than Facility Time
- Unreasonable notice period given (if for a non-urgent duty/activity)

The Representative has the right to appeal the Manager's decision via the Respect and Resolution Policy (see section 10.). Informal resolution should be attempted first through a discussion with the POD Advisor on the member's case and an agreement reached between the Manager, POD and TU Representative for release. Or, if the facility time request is not for casework, a written submission to POD would be appropriate. All parties are committed to working in partnership to resolve issues with facility time promptly and appropriately.

5.5 Recording of Facilities time

Following the repeal of the statutory requirement for public bodies to publish facility time data under recent Employment Rights Act reforms - which remove the obligation for public sector employers to report facility time publicly -the Organisation and the recognised Trade Unions agree to maintain a light-touch internal system for recording facility time. This record will be held solely for the purposes of supporting effective workforce planning, ensuring transparency in partnership working, and resolving any queries regarding time off. The recording process will be proportionate, minimally burdensome, and consistent across the Organisation, and will not be used to limit or restrict Trade Union duties or activities.

5.6 Summary

Paid time off for Trade Union duties and activities will be granted subject to:

a. The provision of reasonable notice of the request for facility time. This is to allow sufficient time for the Manager to make alternative arrangements for the provision of cover for the Representative's work. It should be recognised that emergency meetings are called occasionally at short notice and a request for time off should be granted following consideration
b. The request for time off being for legitimate Trade Union duties or activities
c. An appropriate form being filled in, if required
d. A record of time off shall be kept by the Manager and the Trade Union Representative, this can be digital or paper based, and is for use retrospectively in case of any dispute. It is not to be used to limit facility time.
e. Reasonable travelling time and costs to attend to Union duties and activities will be given. Wherever practicable, the Trade Union Representative will return to their workplace once they have completed their Trade Union duties. Travelling time beyond the Trade Union Representative's contracted hours will be reimbursed. Follow the TOIL/Travel policy for appropriate processes for travel and TOIL - Corporate Policies and Procedures Library
f. A Trade Union Representative should not leave their post or take time off for Trade Union duties or activities without their Manager's express permission, other than in exceptional circumstances. Such permission will not be unreasonably withheld by the Manager
g. Reasonable time off for Trade Union duties and activities will be granted, as long as the permission does not hinder or adversely affect the provision or maintenance of associated health care service provided by the Organisation

6. Other activities in relation to partnership working

6.1 Training for Representatives

The Organisation recognises that representatives need certain skills and knowledge to carry out partnership working effectively. To this end, the Organisationwill support Trade Unions to discharge their responsibilities for the training of their Representatives, by providing reasonable time off with pay for relevant training, whether organised internally or externally.

Training for both newly appointed and more established Union Representatives will be supported. In addition, from time to time and where resources permit it, joint training and development activities between Trade Union Representatives and Managers to occur.

Trade Union training needs shall be addressed under this facility time agreement rather than Learning and Development Policy.

6.2 Union full time officials and organisers (staff who are not employed by the Organisation) will be permitted to meet Representatives, members and potential members on or off site during working hours by prior arrangement with management. Requests will not be refused without just cause.

6.3 Senior Union Representatives chosen by the Unions will be provided with a list of all workers leaving or joining the Organisation. Representatives will be given the opportunity to meet all newly recruited staff during working hours, including during the induction period, at induction events or in general staff meetings to offer them the benefits of Union membership.

6.4 Prior to the commencement of any TUPE proceedings, a nominated Trade Union Representative or staff member must be provided with adequate Acas-accredited TUPE training. Ideally each Union will have TUPE-trained Representatives available for all staff. This is a legal requirement and must be fulfilled.

7. Physical/Digital Facilities

7.1 The Acas code states that Trade Union Representatives should be provided with the following:

- Dedicated office space
- Accommodation for Union meetings
- Access to a secure computer
- Internet and email, secure telephone, photocopier, fax
- Dedicated Union noticeboards

7.2 The organisation also endeavours to provide the following:

- Storage for Union merchandise
- Space on appropriate intranet webpages and the ability to update these regularly
- Access to Teams, Outlook and all Microsoft products in use within the Organisation for communication
- Cost code for the Organisation’s franking machine – for postage of letters/parcels on Union business

- Where appropriate, e.g. for laboratory or screening-based staff, who may not have access to a private room/ office space with a computer, a laptop to enable meetings to be taken in private

8. Disclosure of information

Access to all joint documentation relating to local partnership working.

The Organisation recognises the need to provide recognised Trade Unions with relevant information to assist them in carrying out their functions effectively. The nature of documentation will be in accordance with the Acas Code of Practice 2 on "disclosure of information to trade union for collective bargaining purposes".

9. Industrial Action

The Organisation and the Unions have a responsibility to use agreed procedures to settle problems and avoid industrial action. Time off therefore may be permitted for this purpose, particularly where there is a dispute.
There is no right to time off for industrial action. However, where a Trade Union Representative is not taking part in industrial action but represents members involved, normal arrangements for time off with pay should apply to the Representative.

10. Resolving Disputes in relation to Facilities Time Requests

Where a dispute arises as a result of a request for facility time for Trade Union duties or activities, in the first instance management will endeavour to resolve the matter informally. If an informal resolution cannot be found, the matter will be dealt with following the All Wales Respect and Resolution Policy.

11. Variation of Agreement

If either the Organisation or the Trade Unions wish to suggest variations to this agreement, this shall be subject to negotiation.

12. Communication

The Organisation and the Trade Unions undertake to make known the contents of this agreement to all who may in any way be affected by it or required to operate it.

13. Review

This agreement will be reviewed every three years or sooner if required due to changes in legislation or organisational need.