

**FACILITIES and DISCLOSURE OF INFORMATION  
AGREEMENT**

Between

**Scottish Environment Protection Agency and its recognised trade unions**

**1. INTRODUCTION**

- 1.1 SEPA acknowledges that elected representatives of UNISON, IPMS & MPO are entitled to reasonable time off work with pay for the purpose of carrying out trade union duties and activities which are concerned with the negotiations, consultations and employee representations.
- 1.2 This Facilities and Disclosure Information agreement (this will be referred to from now as the agreement) is between the Scottish Environment Protection Agency and its recognised trade unions (UNISON (Scotland), MPO and IPMS) Both parties acknowledge that it is to their mutual benefit to have a formal agreement in order to provide clear guidelines and ensure fair and reasonable treatment.
- 1.3 This agreement is drawn up in accordance with sections 168, 169, 170, 171, 172, 173 & 181 of the Trade Union and Labour Relations (Consolidation) Act 1992. The provisions of the ACAS Code of Practice No 3 (Revised) Time Off for Trade Union Duties and Activities & ACAS Code of Practice No 2. Disclosure of Information. Also in accordance with the 1974 Health & Safety at Work Act and the provision of the Safety Representatives and Safety Committees Regulations. Both parties accept their respective duties and responsibilities under the above legislation.
- 1.4 Both parties accept that the terms of this agreement are binding in honour upon them but do not constitute a legally enforceable agreement. It is intended to facilitate voluntary local negotiation and consultation on appropriate matters.

**2. GENERAL PRINCIPLES**

- 2.1 SEPA recognises the right of trade unions to elect representatives to act on their members' behalf. The trade unions undertake to provide the names of its representatives, their office and their duties within 14 days of their election or as soon as practicably possible. This list will be updated as soon as any changes occur. SEPA will acknowledge receipt of such notifications.
- 2.2 SEPA accepts that on occasions representatives will need to contact, seek advice from or involve in negotiations the full-time officer of the respective trade unions. It is recognised that this arrangement is in the interests of both parties to deal with industrial relations matters in a speedy, efficient and professional matter.

## ***Facilities and Disclosure of information agreement***

---

### **3. TIME OFF**

3.1 SEPA will grant time off with pay for:

- Representatives to pursue their industrial relations duties;
- Representatives to participate in and prepare for meetings of the Joint National Consultative Committee, Regional and Branch Executives;
- Representatives to undergo training which is relevant to their role as a trade union representative; (all such training to be approved by their trade union and time off agreed by the management in advance).
- Representatives may from time to time be required to take part in representing their trade union branch at Scottish or UK conferences and delegate meetings. SEPA will agree to paid leave for this purpose, up to 4 days in any year in respect of any representative.

3.2 Time off will be subject to reasonable notice; representatives should provide management with as much notice as possible. Except in exceptional circumstances this would normally be five working days. The trade unions recognise that, in exceptional circumstances relating to service delivery, it may not on occasion be possible to grant time off. However, consent for time off will not unreasonably be withheld.

### **4. FACILITIES**

4.1 SEPA agrees to provide reasonable facilities to recognised trade union representatives including: the use of telephones, internal mail systems, fax machines, franking machines, photocopiers, word processors and or typewriters in connection with their responsibilities under this agreement.

4.2 Also, accommodation for meetings and interviewing members will be accessible on request, subject to availability. Where such meetings are held during working hours, prior consent, which shall not be unreasonably withheld, shall be sought from management.

4.3 These facilities will be free of charge but SEPA reserve the right to introduce a charge if the costs become excessive.

4.4 SEPA will provide the trade unions with a list of new employees regularly for the purposes of recruitment and the opportunity to address SEPA's induction courses.

### **5. DISCLOSURE OF INFORMATION**

5.1 SEPA and the trade unions agree that the fullest of information is essential to the proper conduct of collective bargaining.

## ***Facilities and Disclosure of information agreement***

- 5.2 SEPA undertakes to make available any information, which if withheld would impede the conduct of collective bargaining. This includes any information which might influence the pursuit of formulation of a pay claim by the trade unions, or the conclusion of an agreement between the union and the organisation, or an exercise by either the trade unions or its members of their existing agreements.
- 5.3 SEPA will provide information for health and safety requirements including: plans and performance for the undertaking; technical information; proposed changes to work practices, substances, equipment or the workplace itself; accident records; fire certificate; COSHH assessments, monitoring and testing results.
- 5.4 SEPA undertakes not to apply reasons of confidentiality in such a way as to prevent the unions from protecting the legitimate interests of its members.
- 5.5 SEPA undertakes that where requested by the union, all information shall be provided in written form and in a form and style which the recipients may reasonably be expected to understand.
- 5.6 All information shall, where requested by the trade unions, be supported by access to original documents and records.
- 5.7 The trade unions undertake not to unreasonably refuse to treat as confidential, and restrict access to, any information provided by SEPA when SEPA so requests.

## **6. ADOPTION**

- 6.1 This facilities agreement will take effect from the date of the signatures by the authorised officials of the trade union and the Scottish Environment Protection Agency. This agreement may be amended by mutual agreement between the signatory parties at any time. Any party may withdraw from this agreement by giving no less than six months notice in writing.

### **Signed on behalf of the Scottish Environment Protection Agency:**

Signature \_\_\_\_\_ Name \_\_\_\_\_

Position \_\_\_\_\_ Date \_\_\_\_\_

### **Signed on behalf of the trade unions (as represented within the SEPA JNCC):**

Signature \_\_\_\_\_ Name \_\_\_\_\_

Position \_\_\_\_\_ Date \_\_\_\_\_