

UNLOCKING POTENTIAL  
TRANSFORMING LIVES



**FORWARD TOGETHER**  
SPS VISION, MISSION  
AND VALUES

Partnership Agreement – Revised March 2016



**FORWARD TOGETHER**

This Agreement and all the Partnership Accords derived from it is between the Management of the Scottish Prison Service (SPS) and the Prison Officers' Association (Scotland) (POA(S)), Public and Commercial Services Union (PCS) and Prospect who collectively form the SPS Trade Union Side (TUS).

All Parties to this agreement concur that by Partnership we mean, that we will work together to develop and support an environment of trust, respect and inclusivity at all levels, in the shared belief that Partnership will benefit the Scottish public, the organisation and individual employees. We will do this in order to achieve successful delivery of the SPS Vision, Mission and Values. The TUS and SPS have reviewed and reached formal agreement on these, which together define at the highest level what success looks like for the service and how we should get there. The agreed SPS Vision, Mission and Values are detailed within this Partnership Agreement.

All Parties to this agreement accept the challenge that a competitive environment can bring and all recognise that in the necessary pursuit of value for money to the taxpayer, public sector costs will be competitive. It is equally accepted by the Parties, that the pursuit of value for money will include considerations of the quality of service offered.

The SPS and the recognised Trade Unions are committed to working together to address the challenges that lie ahead, constructively and positively.

Signed on behalf of:

Scottish Prison Service

POA(S), PCS & Prospect



Colin McConnell  
Chief Executive

Phil Fairlie  
Chairman TU

*FORWARD TOGETHER*

**SPS VISION, MISSION AND VALUES**

A strategic objective of the Scottish Government is to develop a safer and stronger Scotland: helping local communities to flourish, becoming stronger, safer places to live and offering improved opportunities and a better quality of life. We will contribute to this by the fulfilment of our agreed Vision, Mission and Values that comprises the following elements:

**SPS VISION, MISSION AND VALUES**

**OUR VISION**

The Scottish Prison Service has a Vision of:

**Helping to build a safer Scotland – Unlocking Potential – Transforming Lives**

**OUR MISSION**

The Mission of SPS is:

**Providing services that help to transform the lives of people in our care so they can fulfil their potential and become responsible citizens.**

In delivering our Vision and Mission, our Operating Task is:

**Helping to protect the public and reduce reoffending through the delivery of safe and secure custodial services that empower offenders to take responsibility and to fulfil their potential.**

We deliver this through:

**Custody** Managing safe and secure custodial environments.

**Order** Providing stability and order that helps offenders to transform their lives.

**Care** Supporting wellbeing and treating with respect and humanity all in our care.

**Opportunity** Providing opportunities which develop the potential of our employees, our Partnerships and the people in our care.

**OUR VALUES**

Our Values need to be consistent with the unique nature and responsibilities of our business. Living by strong Values will be the key to delivering our Mission and our culture and will be at the heart of every decision made.

**Our Values are:**

- |                  |   |
|------------------|---|
| <b>Belief</b>    | <b>We believe that people can change.</b>   |
| <b>Respect</b>   | <b>We have proper regard for individuals, their needs and their human rights.</b> |
| <b>Integrity</b> | <b>We apply high ethical, moral and professional standards.</b>                   |
| <b>Openness</b>  | <b>We work with others to achieve the best outcomes.</b>                          |
| <b>Courage</b>   | <b>We have the courage to care regardless of circumstances.</b>                   |
| <b>Humility</b>  | <b>We cannot do this on our own; we recognise we can learn from others.</b>       |

**Partnership Agreement**

***FORWARD TOGETHER***

**THE PARTNERSHIP ACCORDS**

**1. Purpose**

The Partnership Accords, comprising Section 2 of this Agreement, are designed as building blocks that will practically support Partnership working within the SPS.

**2. Flexibility**

Each Accord is amendable, terminable and capable of being merged with others. In addition, fresh Accords may be agreed from time to time that further support Partnership Working.

**3. Review**

The overall Partnership Agreement, comprising all of the documents in Sections 1 and 2, and each individual Accord will be reviewed in November of each year (unless varied by mutual agreement of the SPS and the TUS).

**4. Termination of Overall Agreement / Individual Accords**

The Partnership Agreement (comprising of all the documents in Sections 1 and 2) or any of the elements in Section 1 or any of the individual Accords will be terminated if either the TUS or the SPS Chief Executive has given twelve months' notice of the termination (or a shorter period by mutual agreement) in writing to the other and that notice has expired. A separate and overriding arrangement applies to Accord #1 – Recognition Agreements. That arrangement is stated within that Accord.

**5. Functions**

The function of each Accord is set out below: -

**5.1 The First Accord – Recognition Agreements**

This sets out the terms under which SPS recognises each of the Trade Unions within the TUS, and the scope of such recognition. Only recognised Trade Unions can be signatories to the Partnership Agreement.

**5.2 The Second Accord – Partnership Principles**

Sets out the commitment of the Parties to the six Partnership Principles, contained in the TUC's document 'Partners for Progress'. The Accord states what these principles mean in practice for the SPS.

**5.3 The Third Accord – Shared Objectives**

In the context of the Partnership Principles set out in the Second Accord, how these translate into concrete joint objectives.

**5.4 The Fourth Accord – Learning in Partnership**

States the importance of developing skills and learning from examples of best practice, in order to continuously improve our approach to Partnership Working. Sets out access to key learning events for employee representatives.

**5.5 The Fifth Accord – Shared Behaviours**

Enshrines the key behaviours that will be required by the representatives of both Parties when conducting business together.

**5.6 The Sixth Accord – Communications**

States the principles of how the Parties will communicate with one another, and jointly with SPS employees.

**5.7 The Seventh Accord – Managing Our Image**

Sets out how the Parties will work together to promote a positive image of SPS.

**5.8 The Eighth Accord – Partnership Structures**

Outlines the means by which we will meet to do our business.

**5.9 The Ninth Accord – Partnership Resources**

Sets out the resources required to meet our business agenda for the operation of the overall agreement.

**5.10 The Tenth Accord – Resolving our Differences**

Refers to the steps the Parties must take to avoid Failures to Agree.  
Enshrines the use of the Voluntary Industrial Relations Agreement when a genuine impasse is reached.

**Partnership Accord #1****RECOGNITION AGREEMENTS****1. General**

This Recognition Agreement exists as a separate and bilateral arrangement between the Scottish Prison Service (SPS) and each of the individually recognised Trade Unions that are signatories to the SPS Partnership Agreement “Forward Together”.

**2. Trade Unions Recognised by the SPS**

The following Trade Unions are recognised by the SPS for the purposes set out within **paragraph 6** of this Accord<sup>1</sup>. The SPS and each of the Trade Unions individually and separately listed below form the Parties to this Agreement.

The Prison Officers Association (Scotland) (POA(S))

The Public & Commercial Services Union (PCS)

Prospect

This document therefore sets out three separate recognition agreements, but with the terms of each identical.

**3. Geographical Bargaining Unit**

The geographical bargaining unit for all recognised Trade Unions is national in extent (i.e. covering all sites, services and designated employee groups within the SPS in Scotland). No local geographical bargaining unit exists.

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<sup>1</sup> The Prison Governors Association are recognised as a Trade Union by SPS but they are not part of this agreement.

#### **4. Employee Group Bargaining Units**

Each of the Trade Unions outlined in section 2 is individually recognised by SPS for the purposes of collective bargaining, collective consultation, and the provision of information in relation to particular employee-based bargaining units.

These are:

##### **POA (Scotland)**

Operational employees employed in pay bands C, D, E, & F.  
Estates employees employed in pay bands C, D, E, & F.

##### **PCS**

Non-operational employees in pay bands B to I.  
Operational employees in pay bands F to I.

##### **Prospect**

Non-operational technical and professional employees in pay bands D to H.

All SPS employees are covered by collective bargaining arrangements with either one or more recognised Trade Unions.

It is accepted that an employee may belong to a recognised Trade Union other than those identified for collective bargaining purposes for their employee group (see above). As such they will retain their right to individual representation from their chosen recognised Trade Union.

#### **5. Level at which collective bargaining processes are conducted**

All collective bargaining processes take place exclusively at national level. All collective agreements that regulate or change the contracts of employment of individuals are arrived at by negotiation between the Parties exclusively at national level. Certain collective agreements may contain reference to the manner of local application to be decided between the Parties at local level. In this case, negotiations on the particulars of such application rest with SPS and the recognised Trade Union at local level.

#### **6. Scope of Recognition**

The TUS are recognised for the purposes of all collective matters of policy and procedures or the collective application of policy and procedures which have a significant impact on those employees represented by the recognised Trade Unions, and which relate to any of the following matters:

- 6.1 Terms and conditions of employment, or the physical conditions in which any employees are required to work.
- 6.2 Allocation of work or the duties of employment between employees or groups of employees.
- 6.3 All policies and procedures related to conditions of employment.
- 6.4 Facilities for accredited representatives of Trade Unions.
- 6.5 Machinery for negotiation or consultation and other procedures relating to any of the above matters, including the recognition by SPS of the right of a Trade Union to represent employees in such negotiation or consultation or in the carrying out of such procedures.
- 6.6 Determination of pay.

Recognition exists also in relation to the representation of individual Trade Union members when discussing matters directly affecting their individual employment with the SPS.

## **7. Review, Amendment and Notice of Termination**

This agreement can only be amended by mutual agreement between the SPS and the individual recognised Trade Union(s) party to this agreement. The agreement will be reviewed by the Parties as required. The agreement will be terminated if either party has given twelve months' notice of the termination (or a shorter period by mutual agreement) in writing to the Chief Executive of the SPS or the Full Time Officer(s) of the recognised Trade Union(s) as appropriate, and that notice has expired.

**Partnership Accord #2****PARTNERSHIP PRINCIPLES**

All Parties to the Partnership Agreement are committed to the principles of Partnership as defined in 'Partners for Progress', Trades Union Congress 1997. These are;

- **Shared Commitment to the success of the enterprise.**
- **Recognition of legitimate interests.**
- **Commitment to employment security.**
- **Focus on the quality of working life.**
- **Transparency & Openness**
- **Win-win & Adding Value.**

Both SPS and the TUS have agreed the following principles in the context of the SPS - TUS Partnership Agreement.

**1. Commitment to the success of the enterprise**

All Parties to this agreement are committed to the success of the SPS and believe this will be attained through the joint delivery of the SPS Vision, Mission and Values. All Parties agree to commit to the concept of continuous improvement in progressing the operational efficiency and effectiveness of the SPS. This commitment means that all Parties will work together through the business planning process to deliver an organisation that is viewed by the Scottish Government and the Scottish public as a flexible, dynamic and competitive leader in the field of safe and secure custodial services.

**2. Recognition of legitimate interests**

The SPS accepts the legitimacy of the recognised Trade Unions as the appropriate and effective representatives of employees and that genuine involvement and participation will enable effective representation at all levels of the organisation. The Trade Unions accept that the SPS is required to operate within the framework and policies established for it by the Scottish Government and recognise its duty to provide efficient and effective services representing value for money to the taxpayer.

**3. Commitment to employment security**

The Partners recognise that there are external factors that might influence employment security. However, notwithstanding the above, both Parties will work together to enhance employment security through continuous improvement of the SPS.

**4. Focus on the quality of working life**

All Parties will work together to support employees in delivering the business of the SPS and provide jointly agreed HR policies that maximise the opportunity to deliver flexible working practices, equality of opportunity and improvements in work-life balance to all employees. All Parties agree to commit to the concept of continuous improvement through the provision of high quality training.

**5. Transparency & Openness**

All Parties agree to inform and consult meaningfully with each other and to communicate with employees at the earliest opportunity on all important and appropriate matters concerning the business of the SPS. This will be conducted in an open and honest fashion and in accordance with the joint commitment to the success of the SPS.

**6. Win – Win & Added Value**

All Parties agree that working in partnership will provide the opportunity through continuous improvement, to achieve mutual benefits resulting from a successful SPS for both the organisation and employees.

**Partnership Accord #3****SHARED OBJECTIVES**

Both SPS and the TUS are committed to the success of the SPS and to our contribution towards delivering the Scottish Governments aim of achieving a Safer Scotland.

In order to achieve this aim, our shared objectives are:

- To work together in Partnership in pursuit of the SPS Vision, Mission and Values.
- To manage employment relations in accordance with Partnership Principles and best practice.
- To consult at the earliest opportunity and to encourage co-operation and dialogue at all levels of the organisation.
- To reach decisions that can be supported by all Parties.
- To become a role model in employment relations practice in the public sector.
- To enhance the image of the SPS and its employees.
- To help instil in the Scottish Government and Scottish public, confidence and trust in our ability to deliver a service which is competitive, value for money, and effective in its contribution to a Safer Scotland.
- To create a working environment in which employees are safe, valued and rewarded for their contribution.
- To be recognised as a fair and reasonable employer who working with progressive trade unions provides opportunities for job security, delivers flexible working practices and encourages career development for its employees.
- To be recognised as an employer whose employees reflect the cultural diversity of a modern Scotland.

## **Partnership Accord #4**

### **LEARNING IN PARTNERSHIP**

#### **Continuously improving ourselves**

Both the SPS and the TUS recognise the key contribution to the SPS Vision, Mission and Values that working in Partnership can bring. It is further recognised that for this contribution to be effective it requires all management, employees and the Trade Union Partners to enhance their existing skills whilst developing the new skills demanded by Partnership Working.

In order to achieve this aim the Scottish Prison Service College (SPSC) will play a role in the development, co-ordination and provision, of the tools that will support the maintenance of co-operative and constructive Partnership Working. This will mean the development of high levels of joint problem solving, consensus building and an awareness of the values and behaviours necessary to support the Partnership. This provision will be in addition to, or in conjunction with the HR Function and the TUS and any jointly agreed external Partners.

As Partnership Working continues to develop throughout the organisation it is important that examples of best practice are identified and communicated across the service.

With this in mind both SPS and the TUS commit to:

- Carry out an annual training needs analysis to identify existing skills, amongst management, employees and Trade Union Partners and those skills required to support and enhance Partnership Working.
- Raise employees' awareness of their responsibility for self-development.
- Ensure foundation training on representative skills is provided and made accessible for newly accredited union representatives within three months following election or appointment.
- Ensure that development training on representative skills is provided and made accessible to union representatives no later than eighteen months from election or appointment but no less than a year following completion of the foundation course.
- Ensure that newly elected or appointed union representatives attend the designated training applicable to their role in the aforementioned timescales.

- Ensure that SPS training in support of Partnership Working is jointly designed and delivered to newly elected or appointed union representatives within 6 months of election or appointment.
- Ensure that the training provided and that is made accessible is approved by the SPS, TUC, STUC or recognised Trade Union.
- Ensure that SPS training in support of Partnership Working is jointly designed and delivered to existing SPS employees.
- Ensure that SPS training in support of Partnership Working is jointly designed and delivered to new SPS employees on induction and on management development courses.
- Continue to facilitate the identification and sharing of best practice.
- Support a Partnership learning forum to design, oversee and evaluate learning outcomes.

**Partnership Accord #5****SHARED BEHAVIOURS**

Both SPS and the TUS recognise that successful Partnership Working is dependent upon the maintenance of mutual trust and our recognition of the legitimate rights and responsibilities of the Parties to the agreement.

The Parties further recognise that trust must be earned by all and will only develop through the adoption of behaviours that respect alternative views and provide a dignified arena in which to communicate.

All Parties to this agreement therefore commit:

- To enter all discussions/negotiations in an open minded, candid and constructive manner.
- To behave towards each other in a professional, mature and dignified manner.
- To mutually recognise and respect the rights and responsibilities of each Party to represent their respective constituents.
- To conduct themselves and their proceedings professionally and with dignity at all times.
- To refrain from the use of threatening, offensive or intimidating language or behaviour and to manage employment relations in accordance with the principles and practices of SPS policies and procedures.
- To the shared ownership and positive promotion of all joint agreements.
- To jointly rectify as soon as possible any mutually recognised detriment or mistake arising from agreed negotiations.
- To offer support and guidance on Partnership Working to Parties when requested or required.
- To approach positively all training established in support of working in Partnership and that associated with the business of the SPS.
- To use the skills and abilities of the Parties positively in support of the business of the SPS and of working in Partnership.
- To act as a role model for the above behaviours in support of working in Partnership.

**Partnership Accord #6****COMMUNICATIONS**

All Parties to this agreement recognise the requirement for constructive communications and the positive effect this can have in creating consistency and understanding of joint endeavour throughout the organisation.

The Data Protection Act 1998 requires SPS to protect individuals' personal data. This is enforced by the Information Commissioner who has the power to levy fines of up to £500,000 for serious breaches of the Act.

**6.1 Communications with each other**

All Parties to this agreement commit to:

- Communicate through the TUS unless an issue has in advance been identified and agreed as being a 'single union issue'.
- Meet regularly, formally and informally to discuss matters affecting the operation of the SPS or matters significantly affecting employees.
- Attend all meetings promptly and having prepared properly.
- Ensure those attending negotiations are empowered to make decisions based upon the known extent of the issues at the time.
- Provide consistency of representation throughout discussions and negotiations. Where, exceptionally, original nominees cannot attend, well briefed substitutes will attend, with empowerment to make decisions equal to those who originally attended.
- Provide an outline agenda in good time prior to formal meetings.
- Provide in good time all relevant information to enable informed debate.
- Agree terms of reference for joint initiatives.
- Agree a note of salient points at the end of each meeting.
- Provide in good time an accurate minute of any formal meeting.
- Jointly agree the level of confidentiality to be afforded to any discussions.

- Maintain the strictest of confidentiality on matters agreed as restricted.

## **6.2 Communications with employees.**

All Parties to this agreement commit to:

- Include and agree a service wide communications plan in all joint projects.
- Communicate jointly with employees on all matters which may affect their terms and conditions of service or significantly affect their role in the delivery of SPS business.
- Accept, where a joint communication cannot be produced, that each Party will share with the other the text of its own prepared communication prior to it being issued. Both Parties agree to consider, but not necessarily adopt, suggested amendments to the text by either Party.
- Acknowledge that routine communications between Trade Unions and their members and SPS and their employees will not require to be shared.
- In relation to joint initiatives: joint input to defining questions that might be put to member ballot and joint input to the information package that will fully inform employees and members of the issue (recognising that it is for each Trade Union to independently decide on recommendations to its membership).
- Provide regular communication updates to employees on matters subject to on-going discussions between SPS and the TUS.
- Provide clearly evidenced rationale for all decisions taken.
- Communicate clearly, succinctly and timeously.
- Provide an accurate reflection of events following resolution of an issue by using constructive terminology and not destructive rhetoric.
- Convey agreement and not victory on matters resolved.
- Provide regular 'Partnership' employee information bulletins.
- Provide a joint explanatory note or road show to employees requested to participate in a ballot in respect of jointly recommended outcomes of negotiations.

**Partnership Accord #7****MANAGING OUR IMAGE**

Both SPS and the TUS recognise that promoting a positive image of the SPS and its employees to both the Scottish public and the Scottish Government is of paramount importance in the development of trust and faith in our ability to provide a safe and secure custodial service that is effective, efficient and competitive.

This requires a commitment from all employees of the service to positively promote the work of the SPS. However both SPS and the Trade Unions acknowledge their role in leading by example through their communications both internally and external of the organisation.

In order to achieve our joint aim of positive promotion SPS and the constituent Unions of the Trade Union Side commit to;

- Positively promote support for the SPS Vision, Mission and Values.
- Deal with matters affecting the service professionally and with dignity and respect.
- Maintain the level of confidentiality agreed in respect of any matter relating to the SPS under discussion between them.
- Actively promote the work and achievements of the SPS and its employees to the Scottish Government, Parliament and to the Scottish public in general, whilst also acknowledging the positive contribution made by external Partners.
- Demonstrate our commitment to and contribution towards the development of a safer Scotland.
- Communicate jointly whenever possible on matters relating to the work of the SPS.
- Represent our separate interests fairly without undue criticism of either Party.
- Focus our representations on the issues in question without reflection on any individual employee.
- Refrain from public comment on matters of penal policy except where necessary to serve the Scottish Government or when requested to do so by the Parliament.
- Adhere to the rules of propriety conducive to our role as Civil Servants.
- Jointly develop a promotional strategy for SPS and encourage the participation of all employees.

- Refrain from making destructive comments or personalising issues in either internal or external media.

**Partnership Accord #8****PARTNERSHIP STRUCTURES****1. What we require to achieve using our Partnership structures**

The structures adopted to support Partnership Working and to progress joint business efficiently and effectively in support of the SPS Vision will:

- Feature formal opportunities for the Partners to meet at regular intervals.
- Have an emphasis on the value of informal working and the opportunity to share ideas off the record and without prejudice.
- Build trust and mutual understanding.
- Avoid unnecessary bureaucracy.
- Feature the attendance of people at meetings when it is clear that their attendance will add value and who are empowered to make decisions when required to do so.

**2. National Level Arrangements**

**2.1** National Partnership Forum (NPF) superseded the previous National Whitley Committee arrangements. It consists of a number of TUS representatives and members of the SPS Executive & Management Team and will meet approximately every two months (or more frequently if by mutual agreement). Such meetings will be jointly chaired by the Chief Executive and the TUS Chairperson on a rotational basis. The purpose will be to jointly review the effectiveness of the SPS National Partnership Agreement “[Forward Together](#)” and to jointly discuss the strategic issues affecting the service.

**2.2** An Annual SPS Conference that Partners at local and national level will be invited to attend. This will focus on proposed developments in the service in the coming year, and thereby indicate the agenda for the Partners at local and national level for the 12 months ahead. It will provide the opportunity for learning outcomes from the operation of Partnership. It may include the invitation of jointly agreed external or internal speakers and the use of workshops to practically progress business together. Attendance will be for the period of the Conference (normally 2 days).

- 2.3 A Bi-monthly Joint Programme Board (JPB) Meeting (one of which will inform Partnership Resources for the year ahead). This will operate on a project management, review and completion basis and will progress the development of the service in relation to HR related initiatives. Such meetings will be chaired by the Head of HR.
- 2.4 Informal opportunities for National TUS Partners to meet with SPS Executive Team Members. It is envisaged that an opportunity for informal discussion is provided following an SPS Board meeting on at least a quarterly basis.
- 2.5 Invitation to one or more representatives of the TUS to join Executive Team meetings for informal, without prejudice discussion of specific agenda items.
- 2.6 Invitation to a HR representative or Executive Team member to join national TUS meetings for informal, without prejudice, discussion of specific agenda items.

### 3. Local Level Arrangements

The Partners locally will have significant autonomy in relation to the establishment of Partnership structures. These will be informed by the joint business agenda and the appropriate use of time in relation to successfully pursuing that agenda. The following principles will apply: -

- 3.1 An Establishment Partnership Forum should convene on a basis at least every two months. As a nucleus, this will comprise the GIC, Head of Operations, Deputy Governor, HR Business Partner and the PLR. A nominated local representatives from POA(S), Prospect and PCS can also be in attendance. Other Management Team / Accredited Trade Union representatives may be included by joint agreement. A constitution for the Forum will be agreed by the local Partners from an outline prepared by the Partners at national level. The Forum may on occasions be attended by observers from national level.
- 3.2 The Establishment Partnership Forum will initiate, develop and review the joint business agenda and agree to deploy resources (drawing from the Partnership Resource available - see **Accord #9**) to specific projects. Resource usage (recent, present and planned) will be monitored and discussed and future disposition agreed. Where Project Teams are set up to resource the development of service related issues, the Partnership Forum may be used to decide on the joint membership of such teams and to diary dates for meetings and time off. In this way adequate arrangements for the backfilling of operational duties can be planned in advance.

- 3.3** The Establishment Partnership Forum will also be used to discuss progress against the objectives agreed within the Establishment Partnership Charter (see **3.3 below**), and to evaluate and improve the effectiveness of Partnership Working within the Establishment.
- 3.4** The importance of developing trust and progressing joint business through informal working cannot be over emphasised. It is intended that this method of working will be particularly facilitated through the availability of key Trade Union representatives off line.
- 3.5** The Establishment Partnership Forum is unlikely to be the exclusive means by which the Partners at local level conduct their business. It will be for them to jointly decide what other formal and informal mechanisms will best serve this purpose.
- 3.6** The Partners at local level will agree and publish a Partnership Charter that will visibly demonstrate their commitment to working together. Guidance for the Parties is attached to this Accord as an Annex.

**Partnership Accord # 9**

**Partnership Resources**

**CONTENTS**

1. Introduction.
2. Principles.
3. Accredited representatives.
4. Agreed amount and distribution of time off.
5. Attendance out with normal working hours.
6. Employment relations duties and Trade Union activities.
7. Members of recognised Trade Unions.
8. Learning and development.
9. Access to office and communication resources.
10. Travel and subsistence.
11. Personal performance management arrangements for accredited employee representatives.

**Annex A:**

Maximum Numbers of Employee Representatives Accredited by the SPS.

**Annex B (1):**

Agreed Number and Distribution of Funded TUS Posts, POA(S) SNC Posts and Maximum Paid Time Off and Operational Replacement Resource.

**Annex B (2):**

Agreed Number and Distribution of Funded TUS Posts and Maximum Paid Time Off.

**Annex C:**

Planning the Deployment of Time Off Resource – POA(S).

**Annex D:**

Planning the Deployment of National Time Off Resource – POA(S).

**Annex E:**

Planning the Deployment of Time Off Resource for Learning & Development Purposes.

**Annex F:**

Pro-forma for Management Authorisation of Time Off.

**Annex G:**

Access to Office and Communication resources.

**Annex H:**

Personal Performance Management Arrangements for Accredited Employee Representatives.

## 1. INTRODUCTION

This Accord sets out the resources and the principles and practices regarding their use in relation to supporting Partnership Working within the SPS. It is an agreement between the SPS and the TUS. The agreement takes account of and is compliant with the relevant statutory provisions, and with the ACAS Code of Practice # 3 'Time Off For Trade Union Duties and Activities'.

The arrangements for Trade Union appointed Health & Safety Representatives are distinct and different from those contained within the Partnership Agreement.

## 2. PRINCIPLES

The following principles apply to the provision and use of resources under this Accord:

- 2.1 The resources set out within this Accord are only available to Accredited Representatives of the Trade Unions recognised by the SPS.
- 2.2 In accordance with our joint responsibility to provide value for money, and to achieve our jointly agreed Vision, Mission and Values, resources shall be used wisely and well.
- 2.3 Resources will be used productively with the level of output being commensurate with the allocated resource.
- 2.4 In accordance with the concept of continuous improvement it is expected that future years will see increases in output relative to constant or decreased levels of resource.
- 2.5 The Parties to this agreement at national level will determine the resource levels annually (by reference to the record of resource used (Annex F)) or part way through a year (by mutual agreement) and acknowledge that elements of the resources may increase or decrease following consideration of the anticipated workload over the forthcoming 12 month period.
- 2.6 The resources allocated annually will be used flexibly to maximum effect and will take necessary cognisance of the time required for the proper and adequate performance of both Employment Relations Duties and Trade Union Activities (**subject to Annex C and D**).
- 2.7 Resources provided under the terms of this Accord shall be used solely for the purposes of representing SPS employees, individually or collectively, or for taking part in the business of the recognised Trade Unions. Resources shall not be used in connection with the representation of employees or other interests out with the SPS.

### 3. ACCREDITED REPRESENTATIVES

#### 3.1 Definition

Only accredited employee representatives shall be entitled to access the resources available under the terms of this Accord. An accredited employee representative is an employee with a substantive contract of employment with the SPS. He or she will have either been duly appointed to hold an office of the TUS of the SPS or will have been elected or appointed in accordance with the rules of the recognised Trade Union to be a representative of some or all of its members.

#### 3.2 Registration

Each recognised Trade Union shall notify to the Head of HR the names, official designations and locations of each of their elected representatives for the purposes of accreditation. HR shall then write to each individual to register that they are accredited for the purposes of the Resources Agreement. Each Trade Union shall thereafter advise the Head of HR and the Trade Union Side Secretary, of any proposed additions, removals, or changes to the list.

#### 3.3 Maximum Numbers of Representatives for Accreditation by the SPS

Resources provided under the terms of this Accord shall be made available to a maximum number of representatives of the recognised Trade Unions as shown in **Annex A**. This arrangement may, following agreement between the Parties at national level, be revised and re-issued from time to time.

### 4. AGREED AMOUNT AND DISTRIBUTION OF TIME OFF

#### 4.1 General

Paid time off will be provided to accredited representatives of each recognised Trade Union for the pursuit of Employment Relations Duties and Trade Union Activities where these duties and activities are recognised as such by the management of the SPS. Examples of these are shown in **Sections 6.1** and **6.2** below. The Parties agree that the time off resource provided should be sufficient on an annualised basis to cover all reasonable requirements in terms of both categories of use. The amount and distribution of time off will be reviewed between the Parties in November of each year (or at a different time if during the resourcing year this is mutually agreed between the Parties) in time for setting the resources to be available in the financial year following.

## 4.2 Resourcing Arrangements for Time Off Provision

### 4.2.1 POA(S) – Scottish National Committee & Establishment Branches

An operational replacement resource will be provided to GIC by means of an addition to the complement, as shown in **Annex B(1)**. **Annex B(2)** sets out clarification on the use of this resource in the operational context. This resource will be provided to cover the absence of accredited employee representatives who are either Branch or Scottish National Committee members on SPS recognised Employment Relations Duties, Trade Union Activities (see Section 6) or Learning Development Activities (**see Annex E**).

### 4.2.2 PCS, Prospect, and the POA(S) Branch of SPSC

Accredited employee representatives of these Trade Unions and the POA(S) Branch of SPS College typically occupy non-operational posts. Time off for accredited representatives in this circumstance is indicated as a maximum number of hours as set out in **Annex B(1)**. **Annex B(2)** sets out clarification on the use of this resource in the context of each accredited representative's substantive post.

## 4.3 Planning the Deployment of the Time Off Resource – POA(S) Scottish National Committee Members

This process will take place between the Partners at national level at annual intervals in November. This process will require that the Partners at national level meet in November of each year to plan the work that is anticipated for the next financial year. (See **Annex D**)

## 4.4 Planning the Deployment of the Time Off Resource – POA(S) Establishment Branches

A large proportion of time off within Establishments will be allocated against particular Employment Relations Duties, Trade Union Activities or Learning and Development Activities before the beginning of each financial year, using the Resource Deployment Process set out in **Annex C**. This process will require that the Partners at local level meet in November to plan the work anticipated for the next financial year.

## 4.5 Planning the Deployment of the Time Off Resource – PCS, Prospect, and POA(S) Branch of the SPS College

Accredited employee representatives will engage in discussion with their Line Managers before the beginning of the resourcing year to plan the foreseeable Employment Relations Duties, Trade Union Activities, and Learning & Development Activities that will take place in the year ahead. This will enable diary planning and the initiation of any reasonable measures required to

manage the workload associated with the representative's substantive post during his / her periods of authorised absence.

#### **4.6 Authorisation of and Accounting for the use of Time Off Resources**

Both managers and employee representatives may make a call upon the resource available where these calls have not been agreed at the start of the resourcing year.

Managers may approach the appropriate employee representative in relation to engaging in Employment Relations Duties at any time and it is expected that employee representatives will give such approaches the utmost consideration.

Equally, employee representatives may approach management in relation to engaging in Employment Relations Duties or Trade Union Activities at any time and the same level of consideration will be afforded.

The usage of such time must be authorised by management and accurately accounted for and be deducted at monthly intervals from the start-of-year total hours available. The form shown at **Annex F** shall be used for this purpose.

A monthly return shall be submitted by the Establishments HR Business Partner to Employee Relations and Reward Team (ER&R) who will provide a copy to the TUS Secretary to show resource take-up against start of year provision. Returns will be regularly reviewed by HR and the TUS at national level.

### **5. ATTENDANCE OUTWITH NORMAL WORKING HOURS**

Whenever an accredited local representative attends a meeting with management prior to, or following normal duties, TOIL arrangements will be applied. In circumstances where an accredited representative requires to attend a meeting with management but is rostered for night duty, depending always on the circumstances, a duty credit will normally be applied to at least one of the shifts immediately preceding or following the arranged meeting. Shifts treated in this way would count as one day of paid time off when calculating the deduction from the overall time off resource available.

### **6. EMPLOYMENT RELATIONS DUTIES AND TRADE UNION ACTIVITIES**

Examples of these for which paid time off might be granted to Accredited Trade Union Representatives include (but are not restricted to):

#### **6.1 Employment Relations Duties**

- 6.1.1 Attendance at meetings or conferences with SPS management to discuss matters of joint concern.

- 6.1.2 Preparatory and full meetings of the national TUS. Meetings or communication with full time officers, Trade Union Executive Committee Members, or Trade Union Members where the matters being discussed are recognised by representatives and SPS as being of joint concern.
- 6.1.3 Essential preparation for meetings with SPS to enable the consideration of papers, proposals and information.
- 6.1.4 Informing members and consulting with them about the progress of discussions with SPS regarding matters that effect their employment.
- 6.1.5 Conducting interviews with and on behalf of members regarding individual employment matters that are subject to the procedures as defined within the SPS Grievance, Code of Conduct and Absence Management Policy.
- 6.1.6 Appearing as a representative for members before any SPS Appeal Board or Employment Tribunal dealing with an employment relations matter.
- 6.1.7 POA(S) Scottish National Committee member Partnership visits to Establishment Branch and Management Teams (on a maximum quarterly basis).
- 6.1.8 Explanations to new employees concerning the role of the Trade Unions in the SPS Employment Relations system.

## 6.2 Trade Union Activities

The specific agreements on membership of Trade Union Governing Bodies and time off that accompany the activities set out below are shown in **Annexes A and B**.

- 6.2.1 Participating as a delegate at Annual Conferences within the terms of the recognised Trade Union's constitution.
- 6.2.2 For the POA(S) a national total of up to two Branch Committee Members (who are not delegates) may provide scrutineering, counting and administrative support at Annual Conferences. A National total of up to two other Branch Committee members may be released for development purposes as part of their annual allocation for time off in relation to learning and development (see **Annex E**).
- 6.2.3 Participating as a designated member of a Trade Union's Governing Body, and within the terms of its constitution, assisting in the preparation of the business of the Trade Union's Annual Conferences when required.

- 6.2.4 Participating at meetings of a Trade Union's Governing Body at national level as a designated member of that body.
- 6.2.5 Participating at meetings of a Trade Union's Governing Body at local level as a designated member.
- 6.2.6 Participating at meetings of the national TUS as a Constituent Trade Union's delegate member of that body.
- 6.2.7 Attending annual conferences of the TUC or STUC where the Trade Union holds seats that are required to be filled by SPS employed delegates.
- 6.2.8 Representing the Trade Union externally by invitation on issues relevant to employment in the SPS.
- 6.2.9 Undertaking duties specific to the office of Secretary or Chairman of a Trade Union's Governing Body at local or national level.

## 7. MEMBERS OF RECOGNISED TRADE UNIONS

- 7.1 Requests for time off will be considered from Trade Union members for the following purposes (requests in connection with other purposes will also be considered by SPS):
- 7.2 Attending meetings called by a Trade Union designated office holder and for which paid time off has been agreed by SPS regarding an urgent matter of employment relations.
- 7.3 Attending properly constituted meetings at which Branches consider and propose resolutions for annual conferences.
- 7.4 Voting at the workplace in properly constituted elections for Trade Union Offices.
- 7.5 Where it is agreed by the Partners that paid time off will be granted for a meeting with members under **Section 7.2** above, the Trade Union shall have indicated such a need to management at the earliest possible opportunity. Arrangements to ensure the maintenance of operational services shall be of paramount consideration.

## 8. LEARNING AND DEVELOPMENT

A resource for the purpose of employee representatives learning and development is set out in Annex E.

## 9. ACCESS TO OFFICE AND COMMUNICATION RESOURCES

Accredited Representatives shall have access to the resources set out in Annex G.

## 10. TRAVEL AND SUBSISTANCE

**10.1** The SPS shall pay for travel and subsistence costs necessarily incurred by accredited local employee representatives for SPS approved employment relations duties (see **Section 6.1**). Authority to incur expense should be obtained from the Line Manager in advance of the expense being incurred and reimbursement should be claimed through, and in accordance with the SPS Travel and Subsistence procedures as set out in the SPS Expenses and Allowances Guide as may be amended or superseded from time to time.

**10.2** The recognised Trade Unions shall pay for travel and subsistence costs incurred for Trade Union Activities (see **Section 6.2**) and Trade Union sponsored Learning and Development Events (see **Annex E**).

## 11. FOR ACCREDITED EMPLOYEE REPRESENTATIVES PERSONAL PERFORMANCE MANAGEMENT ARRANGEMENTS

These are set out in **Annex H**.

## Annex A

### Maximum Numbers of Employee Representatives Accredited by the SPS for Recognised Trade Unions

#### 1. Prison Officers' Association (Scotland) – POA(S)

Number of Scottish National Committee members eligible for accreditation.

Chairman	1
Committee Members	6

#### 2. Prison Officers' Association (Scotland) – POA(S)

Number of Branch Committee members eligible for accreditation (including Chair and Secretary). Establishments with an operational Employee complement of 200 or more shall have up to 7 accredited Branch Committee members inclusive of the Chair and Secretary roles.

Establishments with an operational complement of up to 199 shall have up to 5 accredited Branch Committee members inclusive of the Chair and Secretary roles.

<b>Large Establishments</b>	Employee Complement (Operational) on 1/9/14	Accredited Branch Committee Members
HMP Barlinnie	496.3	7
HMP & YOI Cornton Vale	227.16	7
HMP Edinburgh	376.46	7
HMP Glenochil	312.46	7
HMP Grampian	269.6	7
HMP Low Moss	281.6	7
HMP Perth	284.2	7
HM YOI Polmont	326	7
HMP Shotts	288.3	7
<b>Medium Establishments</b>		
HMP Castle Huntly	79.2	5
HMP Dumfries	123.1	5
HMP Greenock	150.7	5
HMP Inverness	103.04	5

**3. Prison Officers' Association (Scotland) SPS College**

The number of POA(S) Branch Committee Members eligible for accreditation (inclusive of the Chair & Secretary) is 5. Operational complement numbers are not material.

**4. Public and Commercial Services Union (PCS)**

The PCS Branch covers the whole of SPS. Up to 7 representatives (including the Chairman) shall be eligible for accreditation.

**5. Prospect**

One representative shall be eligible for accreditation.

**Annex B (1)****Agreed Number and Distribution of Funded TUS Posts, POA(S) SNC Posts, Maximum Paid Time Off and Operational Replacement Resource****1. National (TUS)**

<b>Designation</b>	<b>No</b>	<b>Description</b>	<b>Funded Time (Hours)</b>	<b>Operational Replacement Resource - D Band Employee <sup>(3)</sup></b>
Chairperson	1	40% of time off line	651	0.4
Secretary	1	Substantive Post	1628	N/A
Administrator	1	Substantive Post (4 hours per day)	880	N/A
<b>Totals</b>			<b>3159</b>	<b>0.4</b>

**2. Prison Officers' Association (Scotland) – POA(S)****2.1 Maximum Funding for Paid Time Off**

<b>Designation</b>	<b>Max. No</b>	<b>Description</b>	<b>Funded Time for Period (Hours)</b>	<b>Operational Replacement Resource(s) FTE D Band Employee <sup>(3)</sup></b>
Chairman	1	60% of time off line	977	0.6
Scottish National Committee Member	6	100% of time off line	9768	6
<b>Totals</b>			<b>10745</b>	<b>6.6</b>

**Notes:**

- The resource set out above is agreed as covering time off requirements and substantive staffing for Employment Relations Duties, Trade Union Activities and Learning & Development Activities for the period specified.
- TUS and employee representatives at Pay Band F or above are employed on 'All Hours Required' contracts. Their time will be costed at 37 hours per week for accounting purposes.
- Replacement resources are calculated at D Band level, regardless of actual band of individual being replaced.

## Annex B (1)

## 2.2 Maximum Annual Outlay for Paid Time Off – Accredited POA(S) Branch Committee Members.

Establishment	Funded Time for Period (Hours)	Operational Replacement Resource (D Band) FTE <sup>(2)</sup>
<b>Large Establishments</b>		
HMP Barlinnie	3321	2.04
HMP & YOI Cornton Vale	3321	2.04
HMP Edinburgh	3321	2.04
HMP Glenochil	3321	2.04
HMP Grampian	3321	2.04
HMP Low Moss	3321	2.04
HMP Perth	3321	2.04
HM YOI Polmont	3321	2.04
HMP Shotts	3321	2.04
<b>Medium Establishments</b>		
HMP Castle Huntly	2116.4	1.30
HMP Dumfries	2116.4	1.30
HMP Greenock	2116.4	1.30
HMP Inverness	2116.4	1.30

## 2.3 POA Branch – SPS College, HQ and Central Stores (SPSC)

Up to five representatives shall be eligible for accreditation and shall be resourced annually with up to 200 hours total paid time off per representative in addition to the Learning & Development element set out in **Annex E**. No replacement resource arrangement applies.

## 3. Prospect

One representative shall be eligible for accreditation and shall be resourced with up to 200 hours paid time off annually in addition to the Learning and Development element set out in **Annex E**. No replacement resource arrangement applies.

## 4. Public and Commercial Services Union (PCS)

PCS annual total paid time off resource: up to 2000 hours of which:

- 1000 hours notionally included within the current substantive post occupied by the PCS Branch Chairman.
- 1000 hours distributed between the six other Branch Committee members, in addition to the learning and development element set out in **Annex E**.

This distribution will be managed to ensure an allocation of work that minimises the impact upon the substantive work output of the office bearers involved. No replacement resource arrangement applies.

**Annex B (2)****Agreed Number and Distribution of Funded TUS Posts and Maximum Paid Time Off:****1. POA(S) Clarification on the Use of Operational Replacement Resource**

- 1.1** An operational replacement resource will be provided to GIC by means of additions to employee complement and employee budget, as shown in **Annex B (1)**.
- 1.2** These additions are to provide operational replacement resources to cover occasions when accredited employee representatives are on authorised representational duty. These resources represent maximum outlay in respect of resources provided from national level. The detailed means of covering operational posts using this resource is for the GIC or his / her management team to arrange. This resourcing arrangement recognises that there may be occasions when a requirement for time off occurs at short notice and resource cover is not readily available. Although these occasions should be minimised by careful planning, all Parties should endeavour to accommodate the requirement to conduct business. Any additional operational replacement resource that requires to be found in any particular year must be provided from the Establishment's own resources.
- 1.3** The operational replacement resource is ring-fenced and shall be used by the GIC for supporting Partnership Working as set out above and shall not be available for alternative uses.

**2. Clarification on Time Off for Accredited Representatives of PCS, Prospect and POA(S) SPSC Branch**

Operational replacement resource is not available for accredited employee representatives of these Trade Unions. Line Managers should allow time off on request up to the annual limit set out in **Annex B (1)** unless agreement to a specific request would seriously impede essential service delivery and reasonable alternative arrangements would not prevent this. Any time off requested above the amounts set out in **Annex B (1)** shall be provided at the discretion of the accredited representative's Line Manager.

## Annex C

### Planning the Deployment of Time Off Resource

#### Establishment Management Teams and Branch Committees of the Prison Officers Association (Scotland) – Excluding SPS College

##### 1. General

This Annex sets out guidance for Establishment Management Teams and POA(S) Branch Committees in how to plan the deployment of the time off resource. It sets out the deployments for the paid time off allocation that have been agreed by the Parties at national level as mandatory. It also sets out the basis for flexibility in how the time off resources may be managed locally. An outline Resource Deployment Summary Sheet is attached at the end of this Annex that lists core headings for the deployment of time off for large and medium Establishments.

##### 2. Mandatory Arrangements

The following are arrangements that each Establishment must have in place. It will be for the local Partners to agree the precise level of resource to be allocated and to agree other detail. Illustrations of resource use are set out in the attached summary sheet.

###### 2.1 POA Partnership Liaison Representative

This role will be carried out either by a single named individual, or shared by no more than two named individuals. It will be a key role in promoting the development and ensuring the maintenance of Partnership Working within the Establishment. Large Establishments may wish to maintain the post holder's off-line availability on a Monday to Friday basis. Medium Establishments may wish to do the same on a three-day per week basis. The five-day cover arrangement is more likely to result in the role being shared by two individuals than the three-day per week equivalent which will normally be carried out by one. The POA PLR will provide consistency of contact with the Establishment Management Team, his/her own Branch Committee Members, Accredited Trade Union Representatives of other Trade Unions, and his/her own membership within the Establishment.

Where an issue affects more than one union, or in instances of single union issues for unions other than the POA(S), the PLR will refer the matter to the National TUS secretary. The National TUS secretary shall then ensure that the relevant unions are advised of the issues. In the case of a single union issue it is for that union alone to determine who takes forward representation with local management.

When it is a POA(S) single union issue, the PLR will be empowered by the Branch Committee to make day-to-day decisions on its behalf and to act as lead negotiator in respect of projects connected with Employment Relations Duties.

It is accepted that there will be circumstances in which the individual will be unable to make decisions on behalf of his / her committee without further and appropriate consultation. Another named Branch Committee Member will cover the role during periods of leave. This consistency of access and empowerment in relation to day-to-day decision-making has a number of advantages for all key stakeholders, and will provide the opportunity to develop relationships of the quality required to make Partnership Working successful. Being constantly available over a number of working days, the POA(S) PLR will also provide a large share of employee representative input into projects concerned with Employment Relations Duties and Business Planning Processes. The annualised time off resource required should be agreed by the Partners at the beginning of the resourcing year. The calculation shown in the attached Resource Deployment Summary Sheet (attached) should be taken as a guide.

## **2.2 Establishment Partnership Forums**

Each Establishment will be required to establish the above that will require to convene at least every two months. Membership is set out in **Partnership Accord #8 'Partnership Structures'**. The arrangements set out in **Partnership Accord #8** allow for flexibility of membership. The principle of inclusivity should apply first and foremost, but at the same time membership numbers should not make the arrangement unwieldy or produce a low rate of return on the use of the limited paid time off resource available. The membership and planned duration of Partnership Forum Meetings should be agreed between the Partners at the beginning of the resourcing year, producing an annualised time off total. This is illustrated on the attached Resource Deployment Summary Sheet.

## **2.3 Input to Business Planning Process**

This is a key process in relation to establishing the practical agenda for Partnership Working for the year ahead. The POA(S) PLR and / or one other employee representative might be involved. An annualised time off total should be agreed by the Partners and produced at the beginning of the resourcing year. This is illustrated on the attached Resource Deployment Summary Sheet.

## **2.4 POA(S) Branch Committee Meetings**

In practice these meetings will normally deal both with matters that are the subject of Trade Union Activities and matters that are the subject of Employment Relations Duties. Meetings should be of sufficient frequency and duration to allow necessary discussion on matters of

joint concern to the Partners such as to allow Branch decision-making to proceed without undue delay, and also to manage any urgent business of the Trade Union itself. However, meetings should not be held so frequently that there is insufficient business to fill a worthwhile agenda. Four hours per fortnight is suggested for illustration. This is because this is efficient in terms of the minimum shift length of an Operational Replacement Resource. An annualised time off total should be agreed by the Partners and produced at the beginning of the resourcing year. This is illustrated on the attached Resource Deployment Summary Sheet.

## 2.5 Representative Training and Development

Sufficient funded time has been included within the resource provided to Establishments to enable representatives to access time off to attend learning and development events as set out in **Annex E** of the Resources Accord. In consultation with the POA(S) Scottish National Committee, Branch Chairs should decide what training and development needs require to be met on the part of individual representatives over the coming year, some of whom might have had some previous relevant training. An annualised time off total should be agreed by the Partners and produced at the beginning of the resourcing year. It is unlikely that the maximum allowance will be used in the case of each and every employee representative. In this case, spare capacity should be assigned to other purposes such as the contingency reserve. (See 3.2)

## 2.6 POA National Conferences

Comprising the POA Scotland and UK National conferences, total attendance arrangements will require two employee representatives to each have nine days paid time off annually, 3 days to cover the POA (Scotland) conference.

## 3. Flexible Arrangements

Outwith the mandatory arrangements set out in **Section 2** above, the Partners will wish to devise their own arrangements for local Partnership Working, and will wish to agree the deployment of resources to do so.

### 3.1 Project Management

At the beginning of the resourcing year, a number of specific projects that might be informed by the Business Planning Process will be tabled for discussion between the Partners. One example might be a review of Employee Attendance Patterns. It is important that those projects that are likely to have a significant effect on employment have joint input from the Management and Branch Committee Teams. The POA PLR will play a key role in providing input to these projects. However, depending upon volume and the complexity of these projects, other

employee representatives may also be required to provide an input. The resource commitment required for each of these projects should be agreed between the Partners at the beginning of the resourcing year. If these require input in addition to the POA PLR, locally funded resourcing might require to be found.

### **3.2 Contingency Reserve**

As the year progresses it is possible that a number of unanticipated demands on employee representative time (e.g. employment relations based projects) might arise. It is therefore important that a contingency reserve of funded time is attained to allow for this. Unused Learning and Development time, for which Operational Replacement Resource has been provided, could be used (see 2.5).

## Annex C

## Planning the Deployment of Time Off Resource – POA(S)

**Mandatory Requirements To Be Resourced By Additions To Establishment Complements (as agreed following negotiations in Inverness March 2003).**

REQUIREMENT	RESOURCE FOR PERIOD	
	Large Est. Hours	Medium Est. Hours
<b>1. POA Partnership Liaison Representatives</b>		
5.5 days / week - large establishment		
3 days / week - medium establishment	1929	1157
<b>2. Establishment Partnership Forum <sup>(2)</sup> Meeting</b>		
3 hours bi-monthly		
6 representatives large establishment		
4 representatives medium establishment	108	72
<b>3. Input to Business Planning Process <sup>(2)</sup></b>		
1 rep for 8 hours per day for 5 days per year	40	40
<b>4. POA(S) Branch Committee Meetings <sup>(2)</sup></b>		
4 hours per fortnight		
6 representatives large establishment		
4 representatives medium establishment	520	312
<b>5. Representative Learning &amp; Development (maximum) <sup>(2)</sup></b>		
7 days/year (average)		
6 representatives large establishment		
4 representatives medium establishment	363	259
<b>6. National Trade Union Conferences</b>		
3 days (including travel) x 2 representatives	133	133
<b>Grand Total</b>	<b><u>3093</u></b>	<b><u>1973</u></b>

Notes

1. The hours allocated against each usage are illustrative, and the Partners at local level may wish to agree some variations regarding how the hours are allocated.
2. Attendance of the POA PLR for these functions has already been accounted for as part of their time off allocations. **(See Requirement 1)**

## Annex D

### Planning the Level and Deployment of Authorised Time Off Resource

#### The Scottish National Committee of the Prison Officers' Association (Scotland)

#### 1. General

This Annex sets out the process by which SPS Management and the POA (Scotland) at national level will reach agreement in any particular year on the level and deployment of authorised time off. Scottish National Committee members hold substantive employment with the SPS within Establishments, and the posts that they are employed within constitute an integral element of their home Establishment's employee complement. Establishments will therefore be given operational replacement resource at D Band funding levels in relation to the amount of authorised time off allocated to Scottish National Committee members who hold substantive posts with them. Currently the time for the Chairman of the POA (Scotland) is substantively funded and the incumbent is "off line." While the Chairman contributes to the volume of work set out in (2) below, the guidance contained in this Annex in relation to determining time "off line" is intended to deal with the deployment of the other Scottish National Committee members.

#### 2. Annual Planning Process

Before the commencement of each resourcing year, the Parties shall meet to discuss the total volume of authorised time off required in relation to the following broad elements: Employment Relations Duties; Trade Union Activities; Learning and Development.

##### 2.1 Employment Relations Duties

As set out in **Section 6.1 of Partnership Accord # 9**. In particular the work associated with joint projects will be taken into account. This will require an outline estimate of the number of meetings required, their duration and the number of attendees needed in order to bring the business to a conclusion. Standing events such as National Partnership Forum meetings will also be accounted for, together with routine employment relations duties and casework connected with representing individual members at formal stages of SPS procedures such as conduct.

##### 2.2 Trade Union Activities

These are referred to in **Partnership Accord #9, Section 6.2**. The annualised commitment is set out in the table "**POA(S) Scottish National Committee Trade Union Activities**". It is expected that the requirement for authorised time off will be relatively stable from year to year. The allowance for each Scottish National Committee member (excluding the Chairman) shall be 60 days per annum.

### 2.3 Representative Learning and Development

The annual maximum allowances of authorised time off for each accredited Employee representative and the method by which required authorised time off will be agreed before the start of the resourcing year is set out in **Annex E** of the Resources Accord.

### 3. Distribution of Time Off

Once the total volume of work has been established using the process set out within (2) above, the Parties will reach agreement on the number of Scottish National Committee members that will be required to be “off line” whole time for the year ahead. Alternatives may be discussed with a view to reaching agreement only if it is proposed by either of the Parties that the workload be shared among some or all Scottish National Committee members on a non-whole time off line basis.

Accord #9: Partnership Resources

<b>POA(S) National Committee Trade Union Activities</b>						
Without prejudice						
<b>Conferences and Meetings</b>	<b>Demand on Time</b>	<b>Frequency</b>		<b>Time Required</b>		<b>Total Days</b>
		<b>Per month</b>	<b>Per Year</b>	<b>No Days</b>	<b>No of Members</b>	
	<b>POA UK Annual Conference</b>	-	1	5	6	30
	<b>Scottish Annual Conference</b>	-	1	2	6	12
	<b>SNC Monthly Meeting</b>	1	12	1	6	72
	<b>TUS Monthly Meeting</b>	1	12	1	6	72
	<b>STUC Annual Conference</b>	-	1	5	6	30
	<b>NEC Monthly Meeting</b>	1	12	2	1	24
	<b>Training</b>	-	7	1	6	42
<b>Preparation Time</b>						
	<b>POA UK Annual Conference*</b>	-	-	-	-	-
	<b>TUS Preparation</b>	1	11	0.5	6	33
	<b>POA Scottish Conference</b>	-	-	-	-	-
	<b>Standing Orders**</b>		1	3	4	12
	<b>SNC Meeting</b>		1	3	6	18
	<b>Motion Preparation</b>		1	1	6	6
<b>Total</b>						<b>351</b>

Notes for information

Excludes POA(S) Chairman whose post is fully resourced "off line"

\*zero at this time will be informed by POA Review of structure

\*\*sub-committee of SNC

## Annex E

### Planning the Deployment of Time Off Resource For Learning & Development Purposes

#### 1. General

The allowances set out in the following paragraphs take account of the provisions contained in **Partnership Accord # 4 'Learning in Partnership'**. The allowances are established to resource core training of newly accredited representatives and for short periods of subject specific training, made available through the TUC and recognised Trade Unions. The allowances further provides for joint training that may be arranged through HR function and the TUS. The allowances do not provide for the training of Trade Union appointed Health & Safety Representatives. (See **Partnership Accord #9 Section 1**)

#### 2. Flexibility

It is agreed between the Parties that the following allowances provided should be viewed as a pooled resource and used flexibly in order to maximise learning outcomes, following completion of the core Trade Union representatives training. Consideration should be given to the availability and flexibility offered through learning on-line. Such arrangements should be agreed locally.

#### 3. Allowances

Notwithstanding the days that may be required for Employment Relations training, up to 10 days per individual in either the first or second year following accreditation may be utilised for core Trade Union representatives training as provided by the TUC.

- In subsequent years an average of 7 days per year per individual may be expected to meet the demands of both Trade Union and Employment Relations training. Commonly it is envisaged that 5 days may be required for Trade Union training and 2 days per individual for joint Employment Relations/TUS training, which may include attendance at the annual SPS Conference.
- It should be noted that the Parties do not expect this allocation to be fully utilised year on year and will fluctuate with demand. The local Parties should therefore jointly identify the training requirement necessary for the year pending when allocating resources and endeavour to bank the unused training allocation as a contingency fund to be utilised in the event of unforeseen circumstances that may arise throughout the year.

## Annex F

### Pro-forma - Management Authorisation for Accredited Representative's Paid Facility Time:

PLR's and Trade Union Officials are required to provide a monthly record of facility time used. This information should be returned to local HR Departments by the 3<sup>rd</sup> day of every month, using the data collection proforma (example below) which will allow HR to then collate the information and send it to ER&R by the 8<sup>th</sup> of every month.

The proforma and guidance document is available on the TUS SharePoint site.

### Data Collection proforma - Trade Union Work

Representative Name: \_\_\_\_\_

Trade Union: \_\_\_\_\_

Week Commencing: \_\_\_\_\_

Facility Time	Weekly Total	Notes
<b>EC</b> - Employee Casework.	0	
<b>CIL</b> - Collective Issues Local	0	
<b>CIN</b> - Collective Issues National.	0	
<b>PI</b> - Partnership Issues	0	
<b>CUD</b> - Comms between TU officials re SG business.	0	
<b>TUA</b> - Internal trade union admin & communications.	0	
<b>TUC</b> - TU Conferences / NEC attendance.	0	
<b>O</b> - Other	0	

**Comments:**

## TRADE UNION FACILITY TIME: GUIDANCE FOR REPRESENTATIVES

This guidance has been produced to assist in the completion of the Monthly facility time data collection template.

Templates should be submitted on a monthly basis at the beginning of the week following the month for which the time has been recorded to:

- Local HR Teams – for establishment based representatives. (including PCS BEC members)
- Employment Relations & Reward at Calton House – for SNC members

Time spent on various activities should be recorded to the nearest hour.

**It is to be noted that this record is not to replace the existing processes that are already in place to record leave and sick absence for the individual accredited representatives concerned. The purpose of the monthly submissions is only to be able to audit how much facility time is used and the purposes for which it is used.**

This data will be used to inform on-going discussions between management and TUS in reviewing the allocation and usage of facility time to provide “the best value for money and the most effective and productive relationships possible” assurance as sought by Mr John Swinney, Cabinet Secretary for Finance, Employment and Sustainable Growth and responsible for the civil service in the Scottish Devolved Administration.

This process for gathering facility hours’ data will be subject to on-going review and amendments to the process will be made as and if required.

### 1. Definitions

The recording template provides for various codes to describe the usage of paid facility time. These are described in detail below:

#### 1.1 Employee Casework - Code EC

Any duties; undertaken by Trade Union representatives that are related to representing individual employees.

This may include duties related to;

- Disciplinary action.
- Formal attendance/sickness management action.
- Grievances.
- Employment tribunals.

## **1.2 Collective Issues National - Code CIN**

This will include duties such as;

- Conducting collective bargaining.
- Pay negotiations.
- Consultation on policy changes or terms and conditions affecting the employment framework for the whole workforce or sections of it.

This work will involve changes to the existing employment framework typically initiated by the employer. Examples;

- Negotiating annual pay deals.
- Discussions regarding SPS Employment Policies such as Parental Leave.
- Grievance Policy & Procedure etc.
- Employee structures, commissioning new and refurbishing existing establishments.
- Workforce planning.

It does not cover individual cases which should be recorded under employee casework.

## **1.3 Collective Issues Local – Code CIL**

This will include duties such as;

- Conducting discussions on rostering.
- Employee levels.
- Employee protocols.
- Local implementation of national policies.

## **1.4 Partnership Issues – Code PI**

This will include duties involving direct interaction with Management Representatives, concerned with maintaining and developing the framework for employment relations in SPS at national or local level. For example;

- Partnership Forum meetings at national or local level.

This category also refers to time spent engaged in informal discussions that deal with the effective operation of Partnership working arrangements.

## **1.5 Communications between TU officials relating to SPS business – Code CUD**

This may include;

- Meetings.
- Telephone calls.
- Composing written communications variously between national officers, local representatives and full-time officers on matters relating to SPS business.

If communications concern internal TU admin and communications, Code TUA should be used (see below).

## **1.6 Internal TU admin and communications - Code TUA**

This includes TU activities such as:

- The production and distribution of union literature.
- Business support for TU reps (answering internal union correspondence, dealing with financial matters etc.).
- Communicating with members via e-mail.
- Maintenance of websites and notice boards.
- Communicating with national officials.

This list is not exhaustive, please use the 'additional comments' box to expand on the type of activity carried out.

## **1.7 Trade Union Conference attendance / National Business - Code TUC**

The amount of time spent attending conferences as a delegate should be recorded. The additional comments box should be used to indicate the type of conference. Time spent on national business, whether in the office or elsewhere should also be recorded.

## **1.8 Other - Code O**

Trade Union duties undertaken that are not specified in the template should be recorded under 'other', including any training undertaken, with details entered in the additional comments box.

## **2. Comments Box**

This should be used to provide explanatory detail to expand on the type of activity, e.g. attending pay negotiations may be entered as additional information under collective bargaining / contractual issues or grievance case under employee casework.

## **3. Travel Time**

The purpose of travel is to enable the proper discharge of a particular duty or activity. Therefore it should be recorded as time used to undertake the duty or activity to which it relates.

## **4. Preparation Time**

Preparation time is necessary for the effective discharge of a wide range of duties and activities. Preparation time should be recorded as undertaking the duty or activity to which it relates, e.g. preparation for representing an employee during a disciplinary meeting would be coded as EC.

## **5. Carrying out more than one type of duty / activity**

The duty / activity that has occupied more time in the hour than any other should be recorded.

## **6. Responsibilities – Human Resources Business Partner (HRBP)**

The HRBP has responsibility for ensuring receipt of the monthly data collection proforma from accredited representatives, for undertaking a basic check to assure that it has been fully completed and for retaining these documents on file. The HRBP also has responsibility for ensuring the monthly return template which draws information from the weekly template is completed and is forwarded to Employment Relations and Rewards Team at the beginning of each month following the month for which the time has been recorded.

## **7. Responsibilities – Accredited Representative**

Each accredited representative has responsibility for completing the template on a weekly basis and for ensuring the accuracy of the data submitted. They must also ensure that the form is forwarded to the relevant person or department on the Monday following the week for which the hours are recorded. In the case of establishment based accredited representatives (including PCS BEC members) the completed form is to be submitted to the local HRBP.

National Representatives are to submit completed monthly forms to the Employment Relations and Rewards Team at Calton House.

## **8. Responsibilities – Employment Relations and Rewards**

The Employment Relations and Rewards Team will monitor and assure receipt of all monthly returns from HRBPs and will share information received with National Partners.

**Annex G****Access to Office and Communicational Resources****1. Office Accommodation**

- 1.1** TUS or union accredited representatives will wherever reasonably possible be allocated specific suitable office space for their exclusive use. This on each site, shall be shared between them.
- 1.2** This will contain;
- Telephone (usage subject to standard SPS guidance as may be issued from time to time).
  - SPIN Workstation and access to SPIN.
  - Printers.
  - Chairs, desks and lockable filing facilities.
- 1.3** The use of a conference room or other suitable accommodation will be available for TUS or Union meetings. Usually such accommodation will be a facility shared with the service in which case normal booking arrangements will apply.

**2. Notice Boards**

- 2.1** The Local Branch of any recognised trade union will have notice board facilities on SPS premises. Boards will be provided by the SPS without charge.
- 2.2** The siting and number of boards is a matter for local discussion and agreement. Multi union boards will be used whenever possible.
- 2.3** The titles of recognised Trade Unions will be displayed on the notice boards.
- 2.4** Unions are free to exhibit union notices of general interest to their members on their notice boards but no notice may be exhibited anywhere else on SPS premises without the prior consent of local management.
- 2.5** Notwithstanding the above, SPS may challenge the propriety of any notice exhibited by a recognised Trade Union if such a notice appears to contravene the principles of the SPS National Partnership Agreement or Local Partnership Charter. Following discussions and on giving reasons, subsequently to be confirmed in writing, SPS will secure its immediate withdrawal.

The Trade Union concerned would be free to make representations to SPS about the reinstatement of the notice. The status quo would be that the notice is withdrawn pending subsequent agreement to the contrary.

### 3. Office Services

- 3.1 Correspondence from the TUS and unions will normally be printed on the headed paper of the TUS or the respective Trade Union. Such paper shall be procured and paid for by the Trade Unions. Blank paper for continuation sheets shall be provided and paid for by the SPS.
- 3.2 The typing of all TUS or recognised Trade Union correspondence shall be carried out from within the resources provided through **Partnership Accord #9** and no additional secretarial or administrative resources shall be provided by SPS for this purpose unless agreed by local management.
- 3.3 Correspondence between the recognised Trade Unions and their members may be sent through the internal distribution system. Material dispatched through the Royal Mail will be paid for by the Trade Unions.

### 4. Employees joining the Scottish Prison Service

Local management will normally arrange for new entrants to be addressed by the appropriate local accredited Trade Union Representative as part of their induction.

### 5. Access and use of SPIN hardware and software by accredited employee representatives of recognised Trade Unions for Employment Relations Duties and Trade Union Activities.

#### 5.1 Introduction

Access to SPIN facilities will be provided to local accredited representatives of recognised Trade Unions in each Establishment. Full details of the scope of the resources that shall be provided and the conditions which shall apply to the provision and usage of such resources are provided in this Annex.

## **5.2 General**

- 5.2.1** Protocols for appropriate use of SPIN hardware and software are communicated by SPS Information Systems Services (ISS) to SPS employees in the form of circulars and notices. These protocols have been designed to cover appropriate usage by employees throughout SPS and will apply in full to the use of these resources by accredited employee representatives for the purposes of Employment Relations and Trade Union Activities. For the avoidance of any doubt, these protocols include those in place at the time of this agreement being reached (as may be amended from time to time) and also any new or amended protocols which may be issued by SPS in the future. In addition, this Annex sets out further conditions and protocols which are required to address particular issues which arise solely from the use of these resources for the purpose of Employment Relations and Trade Union Activities by accredited employee representatives.
- 5.2.2** All SPIN Users have a personal responsibility to comply fully with the rules regarding SPIN use. By logging on, a user acknowledges that he or she understands the rules for appropriate SPIN use and agrees to comply fully with those rules. Inappropriate use of SPIN in the opinion of SPS may lead to suspension of the individual's SPIN account and/or disciplinary action under the Employee Code of Conduct.
- 5.3** SPIN resources to be made available to local accredited employee representatives of recognised trade unions for purposes of SPS Employment Relations and Trade Union Activities.
- 5.3.1** Each local accredited employee representative of a recognised trade union shall be provided with access to a SPIN workstation and printer within their local establishment for the purposes of conducting SPS Employment Relations and Trade Union Activities. Generally this will be located in the office space reserved for the use of all accredited employee representatives in the establishment. The resource provided will enable read-only access to the SPS Intranet, read-only access to selected Outlook folders which are used for the purpose of employee communication, access to receiving and sending electronic mail through Outlook, and access to the Microsoft Office software programmes.

**5.3.2** The National TUS Secretary and the TUS Administrator will be permitted Internet access in accordance with the procedure set out in the prevailing SPS Internet Access policies.

**5.3.3** To accommodate the distinction between the roles of SPS employee and accredited employee representative performed by each of these individuals, separate SPIN User Identification Numbers shall be provided in connection with each role.

**5.3.4.** Therefore, accredited staff representatives will be required to use the additional User Identification Number provided to them when using the SPIN functionality for the purposes of conducting employment relations and trade union activities so that it is clear to all concerned in what capacity they are acting when sending e-mails etc.

**5.4 Specific conditions attached to the use of SPIN resources by accredited employee representatives for the purposes of Employment Relations and Trade Union Activities.**

**5.4.1** SPIN is a business facility of the SPS which is being extended for use by accredited employee representatives of recognised trade unions in support of the Partnership Agreement which has been signed by SPS and the recognised Trade Unions. As such, the conditions applying to the use of SPIN by individuals in their capacity as accredited employee representatives are limited to situations and occasions which support the objectives and principles of the Partnership Agreement and Partnership Working between SPS and the recognised Trade Unions. Management will retain full supervision of the SPIN system.

**5.4.2** The use of “spamming” which is sending an unsolicited e-mail to a large number of users at a site, a number of sites or even every user in the SPS is prohibited. If an e-mail is to be sent to a number of SPS employees, then the accredited employee representative must ensure that they are known members of the relevant recognised Trade Union. E-mails shall not be used for attracting recruits to the Trade Union. (for which purpose time and notice boards have been made available)

**6. Video Conference Facilities**

Video conferencing facilities, where available, will be made accessible to accredited representatives to maximise benefits and economies subject to local availability, booking arrangements and prior authorisation by management. Usage shall be in connection with Employment Relations Duties only. SPS will bear the cost in these circumstances.

**Annex H****Personal Performance Management Arrangements for Accredited Employee Representatives****1. Personal Performance Management for Accredited Representatives**

The following paragraphs outline the procedure that will be adopted in order to align accredited representative's annual Personal Performance Management arrangements with the SPS's Personal Performance Management System. It is necessary and desirable that the outputs in respect of Employment Relations Duties are properly reflected in the performance management process in order that no inequity exists with regards to pay outcomes in relation to the measures against which the determination of, Consistently Exceeds, Exceeds, Meets, Partly Meets and Does not Meet Expectations.

**2. Core Role Outputs / In year Objectives**

Core Role Outputs (CRO) and In Year Objectives (IYO) to be set that reflect the percentage of time dedicated to the performance of Employment Relations Duties as well as reflecting the percentage of time which may be associated with the normal duties of the substantive role. For example, an accredited representative who is resourced for full time Facilities will require CROs associated with the performance of their role. The Accredited Representatives designed by the Partners at national level reflecting the behavioural elements associated with Partnership Working are available in the PPMS CRO Library in SharePoint.

**3. Personal Learning and Development Plans**

Personal Learning and Development Plans (PLDP) require to support performance improvement in the current role.

**4. Interim and Full Year Review**

The arrangements and procedures for carrying out Interim and Full Year Reviews for Accredited Representatives will be as determined in the Personal Performance Management System.

**5. Performance assessment of Accredited Representatives**

It is necessary that the Line Management arrangements for Accredited Representatives are carried out by those who are best positioned to appraise the performance of the representative in respect of the CRO's, IYO's and the PLDP. As an evaluation of CROs, IYO's and the progress on PLDP requires to address Employment Relations Duties it will be necessary to gather performance reports from designated individuals in order to capture and appraise the diversity of the role.

**6. Performance Assessment Arrangements for Local POA(S) Accredited Representatives**

Depending on the arrangements agreed locally for the deployment of resources it is envisaged that the Line Management of Local Accredited representatives will be performed by the Establishment's HRBP in consultation with the designated POA(S) Scottish National Committee Member and (with the exception of appeals, **Section 9** below) in accordance with the procedures currently determined in the Personal Performance Management System.

**7. Performance Assessment Arrangements for National POA(S) Accredited Representatives**

As National Accredited Representatives currently operate on a full time basis the Line Management role will be performed by the Head of HR Central Services in consultation with the Chairman of the POA(S) and (with the exception of appeals) in accordance with the procedures currently determined in the Personal Performance Management System. In relation to the Chairman of the POA(S) the line management role will be performed by the Head of Human Resources in consultation with the full time officer of the POA(S).

**8. Performance Assessment Arrangements for Accredited Representatives of PCS and Prospect**

In accordance with the deployment of resources for Accredited Representatives of PCS and Prospect which determines that less than 20% of time will be spent on Employment Relations Duties no change in performance assessment arrangements are necessary. The performance assessment of the Chairman of the SPS Branch of the PCS will be performed by the current designated Line Management in consultation with the Head of HR Central Services.

**9. Appeals against Performance Markings of Local Accredited Representatives**

In order to provide fair means of dealing with disagreements that may arise over the performance markings related to a Local Accredited Representatives **Employment Relations Duties**, an appeal panel will be convened consisting of the Employee Relations and Reward Business Partner, Chairman of the SPS TUS and the Establishment Governor in Charge. Appeals will only be considered on the basis that they refer to their Employment Relations Duties, all appeals not of this nature will be referred back to the individual who will have access to the current appeal arrangements as determined in the Personal Performance Management System. The Appeal Panel will determine their opinion on the process adopted for the management of the individuals' personal performance and subsequent appeal on a 'felt fair' basis.

**10. Appeals against Performance markings of National Accredited Representatives**

In order to provide fair means of dealing with disagreements that may arise over the performance markings related to a National POA(S) Accredited Representative's Employment Relations Duties, a national appeal panel will be convened consisting of the Head of Human Resources, Head of HR Operations, Secretary of the SPS TUS and the Full Time Official of the POA(S). Appeals will only be considered on the basis that they refer to their Employment Relations Duties. The Appeal Panel will determine their opinion on the process adopted for the management of the individuals' personal performance and subsequent appeal on a 'felt fair' basis.

**11. All Other Aspects of PPMS**

All other aspects of the Personal Performance Management System not identified above will be applied as normal.

**Partnership Accord #10****RESOLVING OUR DIFFERENCES**

Working in Partnership encourages a new approach to conducting employment relations between management and the trade unions. Traditional adversarial behaviour founded on the 'them and us' concept where both Parties disagree over an issue because it is expected, is replaced by an inclusive co-operative approach to problem solving which focuses on common goals and the ultimate improvement and development of the organisation. This focus on organisational improvement and development however, also includes an examination and consideration of the impact that decisions have on employees and their quality of working life.

Both SPS and the Trade Unions recognise that despite the best endeavours of all Parties to resolve issues that may arise there is a requirement for a clear procedure to exist that will bring any disputes to a speedy conclusion.

For POA(S) and Prospect this mechanism is known as the **Voluntary Industrial Relations Agreement (VIRA)** as described below.

In the case of PCS, the process for the management of dispute resolution will be agreed on a case by case basis.

With Partnership Working in mind the Voluntary Industrial Relations Agreement between the SPS and POA(S) and Prospect aims to provide a clear procedure that will bring the dispute to a conclusion within a reasonable timescale and if required, provides the facility of ACAS conciliation and independent Arbitration to determine the outcome.

**All efforts should be concentrated on achieving a positive outcome thereby negating the requirement to use the VIRA process.**

That is why three of the most fundamental principles of VIRA are;

- Resolve at the lowest level
- Use of VIRA as a last resort
- Maintain communications at all levels with a view to resolving issues.

With this in mind SPS and POA(S) and Prospect have designed **Pre-VIRA Partnership Guidance (Annex A)** in order to provide the Parties to a disagreement with a helpful aid to guide their judgement in considering whether all possible avenues of resolution have been exhausted prior to accepting that a potential failure to agree exists (**Annex B**).

The following provides further explanatory notes for each of the elements of the Pre-VIRA guidance.

**Are both Parties satisfied they have addressed their commitment to the competitive success of the SPS in line with the Vision Statement?**

An integral part of the Partnership Agreement is the commitment by all Parties to the agreement to the success of the SPS and to its Vision, Mission and Values. SPS, POA(S) and Prospect recognise that the SPS is required to operate in a competitive environment and to demonstrate value for money to the taxpayer. It is necessary therefore that in the pursuit of long term employment security public sector costs will be competitive. All Parties to the potential failure to agree are encouraged therefore to be as innovative and as flexible as possible in exploring alternative ideas with a view to seeking a mutually acceptable solution whilst maintaining an effective, efficient and competitive SPS. It is equally important that all Parties in disagreement consider carefully whether their desired outcomes arising from a potential failure to agree can contribute efficiently and effectively to the agenda of the SPS. Consideration should also be given to the quality and / or quantity of service delivery. It is further recognised that delivering value to the taxpayer does not necessarily equate with the cheapest option being the best available. Considerations must be balanced with the requirement to maintain and wherever possible, improve the quality of work-life balance.

**Are both Parties satisfied that they have understood and recognised the legitimate interests of each other?**

Both SPS and POA(S) and Prospect recognise that working in Partnership requires all Parties to view an issue under discussion with the widest perspective possible. This in effect means that all the Parties should view the matter to be resolved from the perspective of the other party. This process enables the Parties to understand and recognise the factors which may be influencing the discussions. It is believed that through this greater understanding the Parties can identify and focus upon the barriers to resolution with a view to finding a way of reconciling differences in a professional and dignified manner. It is equally recognised that attempting to find resolution to an issue is not always an easy task and that the process involved can lead to the Parties becoming frustrated with the lack of progress. However this is not unusual and both Parties should take time to consider the views and the pressures placed upon the other Party as though they were advancing these themselves. For example, what is often considered as a restrictive practice by SPS is often considered a protection by the unions and vice-versa.

**Are both Parties satisfied that they have addressed the impact on the quality of working life for the Employee?**

All Parties involved in discussions concerning an issue are expected to consider closely what impact on the quality of working life for the employees may result as a consequence of the proposal under discussion. This impact may be of a greater or lesser degree dependent upon the circumstances surrounding the proposal, equally the impact of a proposal may affect an individual member of the employee or groups of employees. It is important to consider any impact in terms of the detriment generated, if any and whether the actions proposed would be viewed as the actions of a reasonable employer.

**Are both Parties satisfied that they have conducted consultations / negotiations in an honest, transparent and reasonable manner?**

For Partnership working to be successful the development of mutual trust is essential. All Parties should feel confident that they are in possession of the relevant facts and information surrounding a matter under discussion. In order to aid the process of resolution it is important that no party seeks to withhold information or knowledge that has a bearing on discussions.

**Are both Parties satisfied that the consultations / negotiations have added value to the SPS?**

For consultation / negotiation to be considered as having added value to the SPS, they require to have been conducted in good faith and in an open, transparent and courteous manner. All Parties to the discussions should consider before proceeding with a potential failure to agree, whether they have approached the matter under discussion with the aim of resolving the issue rather than winning a particular argument. All Parties should clearly identify the matter(s) that represent the respective differences between them in order that attempts to seek resolution are correctly focused. Consultations that involve the continued shift of matters to be resolved i.e. 'moving the goalposts' in relation to a single proposal is not likely to be helpful to the process of resolution nor can they be considered as adding any value to the SPS.

**Are both Parties satisfied that sufficient informal and without prejudice discussions have taken place to explore resolution?**

Both SPS and POA(S) and Prospect recognise the constraints that can be placed upon those involved in formal consultations and the influence this can have on consolidating an entrenched position. It is agreed between the Parties to the Partnership Agreement that those involved in discussions should seek to meet in an informal, without prejudice, manner as often as is necessary to maintain and promote the prospects of successful resolution. All Parties agree that unconstrained dialogue between those involved in discussions allow the Parties to be more innovative in seeking alternative routes to resolution.

**Has all relevant information been provided to both Parties to ensure a clear understanding of the issue(s) to be addressed?**

As identified in the description of open and honest consultation, all Parties should ensure that all relevant information that may have a bearing on discussions should be made available, freely and openly. It is equally important that no new information that was previously available should be introduced in such a way as to jeopardise the attainment of a mutually agreed solution.

**Are both Parties content that all alternative solutions to the issue(s) under discussion have been fully explored and impasse reached?**

This guidance is aimed at providing those involved in discussions the opportunity to review the avenues previously explored and to reconsider their merit in light of further discussions. It is also considered a worthwhile exercise for the Parties to agree a list of alternative solutions previously considered and to identify why these alternatives had no merit and whether this remains the case.

**Have both Parties sought informal advice and guidance from Parties external to the potential failure to agree? (e.g. National level)**

It is recognised that despite the best endeavours of those involved in discussions to seek resolution impasse may be reached. However it is further recognised the benefits that can be brought to the process through Third Party involvement casting a fresh perspective over an issue under discussion. Whilst it is intended that all Parties should seek this guidance and advice prior to accepting the point of impasse has been reached it is not intended to replace or substitute the responsibilities on the local Parties to resolve a matter at the lowest possible level.

**Have both Parties agreed a joint communications strategy for the employee information?**

SPS, POA(S) and Prospect recognise as best practice the process of jointly communicating with the employees, the status of discussions at regular intervals and whenever possible. Not only does this keep the employees in general informed of the discussions taking place, it ensures that both SPS and the TUS are clear on the matter(s) under discussion and prevents the unnecessary confusion that can develop from separate communications. **See Partnership Accord # 6 Communications.**

**Annex A****PRE-VIRA PARTNERSHIP GUIDANCE****PREVENTING VIRA/ACHIEVING RESOLUTION**

Working in Partnership encourages a new approach to conducting industrial relations between SPS and POA(S) and Prospect. Traditional adversarial relations founded on the 'them and us' concept where both Parties disagree over an issue because it is expected behaviour, is replaced by an inclusive cooperative approach to problem solving which focuses on common goals and the ultimate improvement and development of the organisation. This focus on organisational improvement and development however also includes an examination and consideration of the impact that decisions have on employees and their quality of working life.

With Partnership Working in mind the Voluntary Industrial Relations Agreement between the SPS and POA(S) and Prospect constituting the TUS aims to provide a clear process for dispute resolution. It is a process that is required but the objective is to prevent it from being necessary. That is why three of the most fundamental principles of VIRA are as follows:

- Principle of VIRA is to resolve at lowest level
- Use of VIRA a last resort.
- Maintain communications at all levels with a view to resolving issues

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**PRE-VIRA PARTNERSHIP GUIDANCE**

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In order to aid both Parties in exercising their judgement as to whether all possible avenues of resolution have been exhausted prior to accepting that a potential Failure to Agree exists the following points to consider is provided for use.

Further explanatory notes in respect of each element listed below can be found in **Partnership Accord # 10 Resolving Our Differences**.

- Are both Parties satisfied they have addressed their commitment to the competitive success of the SPS in line with the Vision Statement?
- Are both Parties satisfied that they have understood and recognised the legitimate interests of each other?

- Are both Parties satisfied that they have addressed the impact on the quality of working life for employees?
- Are both Parties satisfied that they have conducted consultations / negotiations in an honest, transparent and reasonable manner?
- Are both Parties satisfied that the consultations / negotiations have added value to the SPS?
- Are both Parties satisfied that sufficient informal and without prejudice discussions have taken place to explore resolution?
- Has all relevant information been provided to both Parties to ensure a clear understanding of the issue(s) to be addressed?
- Are both Parties content that all alternative solutions to the issue(s) under discussion have been fully explored and impasse reached? (you may want to agree a list of alternative solutions considered)
- Have both Parties sought informal advice and guidance from Parties' external to the potential failure to agree? (e.g. National Level)
- Have both Parties agreed a joint communications strategy for the employee information?

**Annex B**  
**Potential Failure to Agree (PFTA) between SPS and POA(S) / Prospect**

This form should only be submitted where all Parties are confident that they have used their best endeavours to resolve the dispute. All Parties should refer to the **Pre-VIRA Partnership Guidance** form provided to aid their judgment.

**STEP 1: Notification of Potential Failure to Agree**

This form notifies all parties to the dispute [see contact list below] that

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Has reached a Potential Failure to Agree after consultation on (Date): \_\_\_\_\_

at Establishment / HQ Directorate: \_\_\_\_\_

Between the (POA(S) / Prospect): \_\_\_\_\_  
 and the Scottish Prison Service

Signed: \_\_\_\_\_

Dispute Registration Number: \_\_\_\_\_  
 (To be inserted by Employee Relations Team)

**STEP 2: National Decision**

Either (National Partners to tick as appropriate):

- This dispute has been determined as having national implications and will be resolved at a national level; or
- This dispute has been accepted as a local dispute without national impact: either local Party to the dispute can now submit a VIRA 1 form to Employee Relations if they wish the dispute to move to ACAS Conciliation; or
- This dispute has been accepted as a local dispute without national impact but SPS and the Trade Union party to this dispute recognise that it is linked to Dispute No(s) \_\_\_\_\_ and that the disputes will need to be considered with reference to each other. The National and Local Partners will enter into discussion to consider the best way to progress the linked disputes.
- SPS has determined that the dispute will not proceed: the position prior to the situation which led to the Failure to Agree will prevail; or
- POA(S) / Prospect has determined that the dispute will not proceed: the SPS proposal that led to the Failure to Agree will prevail.

Signed: \_\_\_\_\_ Name: \_\_\_\_\_ Date \_\_\_\_\_  
 On behalf of Trade Union: \_\_\_\_\_

Signed: \_\_\_\_\_ Name: \_\_\_\_\_ Date \_\_\_\_\_  
 On behalf of SPS Management: \_\_\_\_\_

This form should be scanned and sent to Employee Relations Team,  
[AskERandR@sps.pnn.gov.uk](mailto:AskERandR@sps.pnn.gov.uk) - SPS HQ which holds the responsibility for  
 distribution.

- Copies will be sent at Steps 1 and 2 to the following parties to the Voluntary Industrial Relations Agreement:
- SPS TUS Full Time Officials at SPS HQ.
  - SPS Employee Relations Team.
  - The Governor in Charge and appropriate Director.
  - The local accredited representatives of the constituent Trade Union(s) (POA(S) or Prospect).
  - The Full Time Official of the recognised Trade Union(s) (POA(S) or Prospect).



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