



# **Trade Union Facilities Agreement**

**January 2014**

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## **1. The parties in the agreement**

This Agreement is entered into by University of Mark & St John (hereafter referred to as the University), GMB, UCU, and Unison.

## **2. Date of commencement**

The agreement commences on 01/01/2014 and supersedes all previous agreements.

## **3. Date of review**

This recognition and facilities agreement will be reviewed annually by the University and Trade Union Representatives via the JNCC

## **4. Introduction**

The University recognises the following unions: GMB; UCU and Unison in accordance with the formal Trade Union Recognition Agreement dated 01/01/2014

Both the University and the formally recognised Trade Unions value and place great emphasis on the importance of:

- excellent industrial and employee relations at the University and the mutual benefits thereby arising.
- the role the Trade Unions and individual union representatives can play in working towards and achieving this is also recognised.

The University recognises that to be effective in their roles, the representatives of the recognised Trade Unions require, and are statutorily entitled to, reasonable time off and

facilities to train for and undertake their agreed activities of representation, negotiation, health and safety or learning effectively.

The discharge of their duties as a union representative will in no way prejudice trade union representatives employment or career prospects with the University.

## 5. Definitions

In the context of the Facilities Agreement, the following definitions should be noted:

- **Representative / Elected Representative** refers to a University staff member elected in accordance with the rules of a recognised trade union as a representative of that union. This may include any of the following type of representatives:
- **General Representative / Steward** refers to a University staff member elected in accordance with the rules of a recognised trade union as a general representative or steward of that union.
- **Health & Safety Representative** refers to a University staff member elected in accordance with the rules of a recognised trade union as a health and safety representative of that union
- **Equalities Representative** refers to a University staff member elected in accordance with the rules of a recognised trade union as an equality representative of that Union.
- **Learning Representative** refers to a University staff member elected in accordance with the rules of a recognised trade union as a learning representative of that union.
- **Green Representative** refers to a University staff member elected in accordance with the rules of a recognised trade union as a green representative of that union.

University staff members who are members of a recognised trade union are referred to as **members**.

## **6. Purpose of the Facilities Agreement**

The Trade Union Recognition Agreement states that the University undertakes to negotiate and agree a Facilities agreement on an annual basis to facilitate representation/negotiation on behalf of members.

Any review of the facilities agreement will be informed by:

- Forthcoming issues at the University likely to involve consultation and partnership working with the unions
- Records of time spent by Representatives on union duties over the previous 12 months

Should a review not take place, then the existing arrangements will stay in force until otherwise agreed.

The University is committed to working in partnership with regular, constructive and on-going liaison between management and the Trade Unions and their Representatives.

This Facilities Agreement seeks to:

- clarify the principle of the right to reasonable time off and appropriate facilities, and describes the processes involved in invoking these rights.
- identify the framework within which the Representatives are entitled to time off and the resources available to them to pursue their duties in a manner which will benefit the University and the members of the Trade Unions.
- ensure fair and reasonable treatment for Trade Union Representatives and members of the recognised unions

- recognise the entitlement to reasonable paid time off and other facilities for Trade Union Representatives in order to:
  - represent the interests of members;
  - engage in training relevant to their union role;
  - actively participate in the activities of their unions, or to access the services of a Learning Representative
- Provide guidelines within which requests for time off can be considered
- Describe the method by which the Trade Union Representatives are to be notified to the University
- Identify other University facilities which are available for use by the recognised Trade Unions.

## **7. Statutory requirements and ACAS guidance**

This Facilities Agreement has been drafted in accordance with the requirements of the Trade Union and Labour Relations (Consolidation) Act 1992 (which gives officials of an independent trade union the right to be permitted a reasonable amount of paid time off work to enable them to carry out their duties), as well as Section 43 of the Employment Act 2002 which has specific reference to time off for Unions Learning Representatives. The Agreement also takes into account the advice contained in the ACAS Code of Practice on Time Off for Trade Union Duties and Activities.

## **8. General Principles**

In implementing this Agreement, the following principles will be observed:

- While it is impossible to be prescriptive about all duties, activities and the time required to carry them out, the University will grant time off wherever it is reasonable in all the circumstances
- Requests for time off from the unions will be reasonable

- In requesting and considering requests for time off, the effective and safe operation of the University and its services will be a prime consideration such that any disruption is minimised
- Time off will only be refused where the effective and safe operation of the University and its services would be affected to an unsatisfactory and unreasonable level
- Where there are good and sound reasons not to grant the time off, an explanation will be provided and the time off may be deferred with alternative time off being agreed
- Providing time off and other arrangements within the Facilities Agreement will be in the most cost effective way possible

The Facilities Agreement will be reviewed by the JNCC on an annual basis and where variations are required in year.

## **9. Election and notification of representatives**

Both the University and recognised Trade Unions are agreed that there should be a system whereby the trade unions notify the University of the appointment of elected representatives and any changes.

Representatives will be elected in accordance with their union rules to act as spokespersons in representing their members' interests.

## **10. Union Responsibilities**

The Trade Unions agree to inform the University, in writing to the Head of Human Resources, of the names of all elected representatives within 21 calendar days of their

election, as well as any subsequent changes (again within 21 calendar days of the changes).

The information contained in the correspondence should show:

- The authority of the trade union for the named person to be an official Representative
- The area of representation and constituency
- The period of appointment as a Representative (where known)
- In addition, in the case of Health & Safety Representatives and Learning Representatives, the accreditation material must include information to demonstrate to the University that the Representative has been or will be sufficiently trained to carry out the role effectively
- Any changes (where appropriate).

Representatives whose names have been notified to the University shall be the sole representatives of their union's membership.

## **11. University Responsibilities**

The University, via the Head of Human Resources, agrees to acknowledge Trade Union appointments by responding in writing to the relevant Trade Union as soon as possible (ideally within 21 calendar days of receipt of the notification), with copies to the staff member concerned and the appropriate manager(s).

The University, via the JNCC, will monitor the numbers of University accredited Representatives relative to the numbers of staff represented, institutional demands and the complexity of the union.



## **12. Trade Union Representation**

The general purpose of the law on time off from work for Trade Unions is to aid and improve the democratic and representative conduct of employment relations. The role of the Trade Union representative is to ensure the rights and responsibilities of the employee in accordance with employment law and associated procedures. This role includes:

- Representation of individual members as employees
- Representation of members' collective views and wishes
- Consultation with members
- Consultation with the employer
- Negotiation with the employer
- Protection of employee rights and entitlements
- Ensuring adherence to agreed policies and procedures
- Maintenance of trade union machinery
- Carrying out the role of the learning representative in the workplace

The University and the Trade Unions accept the principles contained in the **ACAS code of practice on trade union facilities**, all other legal requirements relating to the accompaniment of employees, Trade Union accreditation and representation.

## **13. Employers duty of care**

The University will ensure that all managers are aware of the Trade Union representatives among the work force, their needs, legal rights and duties, and locally agreed additional entitlements.

## **14. Time off for Trade Union Representatives**

Reasonable time off will be granted for Trade Union representation which involves participation in the joint conduct of employment relations matters with the employer, and representation of individuals including:

- Effective preparation for and attendance at agreed joint meetings for consultation and negotiation arranged by the University Management.
- Effective preparation for and attendance at health and safety committee meetings
- Involvement in the planning, practice and review of workplace or work-related learning programmes and preparation for and attendance at learning committees and associated forums
- Involvement in the planning, liaison and consultation for formal accompaniment or representation of individuals facing attendance, grievance, disciplinary or welfare interviews or hearings, including time for debriefing and maintenance of records.

## **15. Recognition of elected Trade Union representatives to non-workplace bodies**

The employer acknowledges and values the involvement by employees in citizenship duties and democratic processes, including election to official trade union positions. Reasonable facilities including paid time-off will be granted to accredited representatives of recognised trade unions attending formal meetings in work time, such as branch, regional and national executive committees and their sub-committees, national delegate conferences and annual general meetings.

## **16. Reasonable time off**

The agreed guidance is 'the amount that is reasonable in all the circumstances'. Trade unions are encouraged to try and ensure that the number of trade union representatives and the time spent at each meeting is no more than is required for effective representation.

The amount of paid time off will be recorded and monitored including time off for training, agreed by the representative's line manager in advance wherever possible.

## **17. Payment for trade union representation during work time**

The University will enable casework representatives, branch officers, health and safety representatives, green representatives, equality representatives and learning representatives time off for Trade Union representation and agrees to pay them for the time taken off.

The University will pay either the amount that the representative would have earned had they worked during the time off or, where earnings vary with the work done, an amount calculated by reference to the average hourly earnings for the work the representative is employed to do.

No representative should suffer detriment in the furtherance of their duties. Guidance is given to managers that meetings will, as far as is reasonably practicable, take place during normal working hours.

On occasions where representatives are required by management to undertake representation outside their normal working hours, flexi time will be granted in accordance with the University procedures.

The University and the Trade Unions acknowledge they have a responsibility to use agreed procedures (as detailed in the University's Trade Union Recognition Agreement)

in order to settle problems/unresolved issues and thereby to avoid industrial action. Paid time off may be permitted to Elected Representatives for this purpose, especially when there is a dispute.

**There is no right to time off for trade union activities which themselves consist of industrial action.**

However, where an Elected Representative is not taking part in industrial action but seeks to represent the members involved, then the normal rules for time off will apply.

## **18. Training and learning**

It is recognised that Trade Union representatives, branch officers and health and safety representatives are more likely to carry out their duties effectively if they possess skills and knowledge relevant to their duties.

The University will release Trade Union representatives for initial training in basic representational skills as soon as possible after their election or appointment.

Additional, advanced and refresher training requirements will be agreed between individual Trade Unions and the Head of Human Resources and reasonable time off will be granted, especially:

- Where issues of statutory and/or strategic development subject to consultation require additional specialist knowledge
- Where significant changes in the organisation of work are being contemplated
- Where legislative change may affect the conduct of employment relations at the place of work and may require the reconsideration of existing agreements.

The University will grant time off for representatives to attend training relevant to their accredited trade union responsibilities and will pay them for the time off taken.

## **19. Paid Cover for Trade Union Representatives**

The University will agree on an annual basis an amount of paid cover to representatives. This is in recognition of the need for consistent strategic coordination of formal consultation and negotiation of change affecting jobs and conditions of service at the University and its associated employers.

At the beginning of each year (1 August), each trade union will be allocated an annual allocation of paid facility time.

The annual facilities time allowance for each union will be expressed as hours calculated by reference to union membership at 1 August each year. 200 total hours will be allocated to each Union with an additional 20 hours every 25 members. <sup>1</sup>

The time allocation would provide for the employing unit to be compensated at the salary rate of the representative up to a maximum of scale point 23 for representatives of GMB and Unison and a maximum of scale point 48 for representatives of UCU.

Trade unions will submit verified membership figures to the Head of Human Resources not later than 1 August each year.

Trade unions should notify the Head of Human Resources no later than 1 September each year of how the time allowance will be divided among their accredited representatives.

The Head of Human Resources will advise the relevant Faculties and Professional Services of the name of the representative(s), the time allocation for each representative and the arrangements for financial compensation.

**Paid cover may be increased during the course of the year by agreement through the JNCC based on organisational needs.**

<sup>1</sup> For UCU purposes the 200 hours incorporates 100 hours pot A and 100 hours pot B.

## **20. Union Member Responsibilities**

To operate effectively and democratically, Trade Unions need the active participation of members. It is also in the University's interests that such participation is assured. University staff who are members of an independent trade union recognised by the University is permitted to reasonable time off during working hours to take part in any trade union activity or accessing the services of a Learning Representative.

Whereas Elected Representatives undertaking certain Trade Union **duties** are entitled to time off with pay (see earlier), there is no statutory requirement that Trade Union members be paid for time off taken for union **activities**.

As far as possible Trade Unions will organise Branch meetings during lunch time periods or out of work hours. Where this is not possible, and in the interests of promoting excellent employee relations, the University will allow reasonable paid time off to attend Trade Union Branch Meetings.

## **21. Record Keeping**

Elected Representatives are responsible for keeping a record of the actual amount of time off and the purpose of the time off for recording purposes. This will help inform discussion on time off arrangements for the following year. This record of actual time off, both paid and unpaid, may be requested by the line manager and the Head of Human Resources for review purposes.

## **22. Resources**

The need for reasonable facilities to enable Trade Union representatives to conduct their business may vary according to the role and situation of individual representatives. The University will provide a range of facilities, without charge, including:

- An independent Trade Union noticeboard in each workplace
- The provision of accommodation for meetings and interviews with members and other officials
- The provision of a dedicated PC with access to e-mail and internet
- The provision of telephones for business associated with Trade Union representation
- Reasonable and appropriate space for storage of Trade Union papers etc. with due regard to the right to confidentiality and security
- The reasonable use of internal distribution systems
- Access to Conditions of Service and related information and archives
- Access, by agreement, to typing, duplicating and photocopying facilities for industrial relations business.

### **23.Variation and termination**

This Agreement shall continue until terminated by six months' prior notice given in writing by either party to the other. During this notice period, the status quo will be maintained.

In accordance with the provisions of the Trade Union and Labour Relations (Consolidation) Act 1992 Part IV, section 179, clause 3 (b) the parties agree that, although this Agreement is not a legally enforceable contract, it is binding in honour upon them.

### **24. Agreement**

All parties agree to use their best endeavours to maintain the agreement at all times.

## Signatures

**Party:** GMB

Kevin Moran [Signature] 23/1/14

**Party:** Unison

TONY ATKIN [Signature] 10/01/14

**Party:** UCU

PHILIPPA DAVEY [Signature] 21/1/14

**Party:** University

Karen Cook 21/02/14

[Signature]

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