

UNIVERSITY OF EXETER

TRADE UNION TIME OFF AND FACILITIES AGREEMENT

between the University of Exeter and

Unite

Unison

the University and College Union (UCU)

1 Introduction

- 1.1 The terms in this agreement mean the same as the definitions in the Recognition Agreement dated 1 August 2012.
- 1.2 This Agreement supersedes all other Agreements on trade union time off and facilities.
- 1.3 The parties to this agreement may agree to vary any of the terms of this Agreement by mutual agreement. Such amendments will be recorded in writing.
- 1.4 This Agreement can be terminated by any party giving 6 months notice in writing.
- 1.5 This Agreement is not legally binding and is binding in honour only.

2 Purpose and Principles

- 2.1 The University accepts its responsibility in the maintenance of good employee relations and Trade Unions recognise the circumstances and operational arrangements which have to be considered before requests for time off are authorised.
- 2.2 It is the responsibility of the Trade Unions to ensure that their representatives are appropriately briefed on and trained in their duties, roles and practices, appropriate agreements and procedures and the practice of industrial relations generally. The University of Exeter recognises that accredited representatives are entitled to reasonable time off during working hours to undergo training relevant to carrying out their Union duties.
- 2.3 Under this agreement, the University will permit employees who are accredited representatives of recognised trade unions to take reasonable paid time off to carry out their duties and attend training which is relevant to those duties.
- 2.4 The arrangements set out in this Agreement will be applied in accordance with the Trade Union and Labour Relations (Consolidation) Act and the ACAS Code of Practice.

3 Trade union representation

- 3.1 Section 6 of the Recognition Agreement applies.
- 3.2 For the purposes of this Agreement, nominated representatives are referred to as Accredited Representatives.
- 3.3 The University and College Union will elect the following accredited representatives:
[insert roles/number]
- 3.4 Unison will elect the following accredited representatives:
[insert roles/number]
- 3.5 Unite will elect the following accredited representatives:
[insert roles/number]

4 Time off for trade union duties

- 4.1 The University will permit accredited representatives reasonable time off during working hours, to carry out trade union duties concerned with consultation and negotiation.

- 4.2 Accredited representatives will be allowed paid time off, subject to the conditions in paragraphs 5 and 6 below, for:
- 4.2.1 attending meetings as a nominated representative of recognised consultation/negotiation committees (including the Staff Liaison Committee, the Joint Committee for Consultation and Negotiation and any of its sub-Committees and meetings under the Collective Dispute Procedure);
 - 4.2.2 attending trade union side pre-meetings before meetings of recognised consultation/negotiation committees;
 - 4.2.3 attending other meetings with the University, agreed with Director of Human Resources (or designate), concerning employee relations issues, grievances or disputes;
 - 4.2.4 attending as a representative at any formal meeting under the University procedures listed in paragraph 10 of the Recognition Agreement;
 - 4.2.5 communicating with employees who are represented by the trade union in connection with employee relations issues (including the procedures referred to in paragraph 4.2.4) taking steps to ensure minimum disruption to services.
 - 4.2.6 Regional and national meetings of a trade union.
 - 4.2.7 Any other reasonable union activity which may occur from time to time.

5 Payment for approved trade union duties

- 5.1 No accredited representative will suffer loss of remuneration as a consequence of carrying out duties in accordance with this agreement. However, if a representative attends a meeting for which prior approval has not been given by their manager, no payment or time in lieu will be given.
- 5.2 Where an accredited representative is required to attend work to represent a meeting under paragraphs 4.2.1, 4.2.3 or 4.2.4 on a day when they would not normally be working, or outside normal working hours, time off in lieu may be granted by prior agreement with the representative's line manager and the Director of Human Resources (or designate). The University will not make additional payments to accredited representatives.

6 Trade Union Time Off Time Allocation

- 6.1 At the beginning of each year (1 August), each trade union will be allocated an annual allocation of paid facility time in accordance with the formula in paragraph 6.2.
- 6.2 The annual facilities time allowance for each union will be expressed as hours calculated by reference to union membership at 1 August each year. 20 hours will be allowed for every 25 members and there will be an additional allowance of 200 hours for each union.

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 (first point of grade E) for representatives of Unite and Unison and a maximum of scale point 48 (first point of H) for representatives of UCU.

- 6.4 Trade unions will submit verified membership figures to the Director of Human Resources not later than 1 August each year.
- 6.5 Trade unions should notify the Director of Human Resources no later than 1 September each year of how the time allowance will be divided among their accredited representatives.
- 6.6 The Director of Human Resources will advise the relevant Colleges and Professional Services of the name of the representative(s), the time allocation for each representative and the arrangements for financial compensation.

7 Arrangements for time off

- 7.1 Accredited representatives requiring time off to carry out trade union duties or activities must notify their line manager prior to carrying out those duties or activities giving:
 - as much notice as possible;

- information about the nature of the meeting; and
- the date, time and likely duration of the required time off.

7.2 Any difficulties should be referred to the Director of Human Resources or designate by the Branch Secretary of the union.

7 Training

7.1 Time off for union training will be additional to normal facility time, subject to agreement with the University to ensure that time off for training is reasonable and planned to minimise the impact on the operation of the University's business.

7.2 Time off will be allowed for basic training which, subject to service needs, should be undertaken as soon as possible after the representative is appointed.

7.3 An accredited representative requesting time off for training should do so by providing, in writing, to their line manager:

- as much notice as possible;
- details of the relevance of the training (eg copy of course programme); and
- the date, time and duration of the required time off.

7.4 The arrangements in paragraph 5 regarding payment will apply except that part time staff who would not normally have worked at the time of the training course will be paid the normal pay applicable had they been at work.

8 Information for new employees

8.1 The University will inform all new employees of the recognition arrangements in the Recognition Agreement and will send all new employees information about the trade unions and how to join which has been designed for this purpose by the trade unions.

9 Trade Union Subscriptions

9.1 The University will make payroll deductions of trade union subscriptions for employees paid through its main payroll where this is supported by a written authorisation from the employee. Trade Unions will be responsible for obtaining written authorisation from employees. The amount deducted will be in accordance with the rules of the Trade Union and shall only be changed at the request of the Trade Union.

9.2 Trade unions undertake to encourage employees to pay trade union subscriptions by direct debit as their preferred method of paying subscriptions.

10 Trade union Health and Safety Representatives and Union Learning Representatives

The University and trade unions will agree parallel agreements for Trade union Learning Representatives and Trade union Health and Safety Representatives in accordance with relevant legislation.

11 Facilities

11.1 To support the principles and purposes of this Agreement, the University of Exeter undertakes to provide the following facilities for use by Trade Unions:

11.1.1. accommodation for meetings (to booked through the central room booking service);

11.1.2. telephone facilities for internal/external calls;

11.1.3. use of the University's computer network including technical support, subject to the University's IT Regulations;

11.1.4. photocopying services;

11.1.5. use of the University of Exeter mailing system;

11.1.6. webspace on the University's intranet;

11.1.7. an office for trade union use;

11.1.8. access to noticeboard in buildings controlled by the University.

11.2 Trade unions will not be charged for the above facilities except external mail and photocopying which will be recharged as for departments of the University.

11.3 Any difficulties should be referred to the Director of Human Resources or designate by the Branch Secretary of the union.

Date of this agreement: 1 August 2012

Date of this version: 17 July 2012 updated following Joint Negotiating Committee meeting on 11 July 2012

Signed on behalf of:

Trade union	Name of representative	Signature	Date
Unison	Andy Holcombe		August 2012
Unite	Brett Crane		August 2012
University and College Union	Professor Joseph Melling		August 2012
University of Exeter	Professor Steve Smith		September 2012