

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 (section 8 below).
- 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 (as amended) and the ACAS Code of Practice<sup>1</sup>.

### 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.

### 4 Time off for trade union duties

- 4.1 The University will permit accredited representatives who have been notified to Human Resources (paragraph 6) reasonable time off during working hours, to carry out trade union duties concerned with consultation and negotiation.
- 4.2 Accredited representatives must have a contract of employment with the University.
- 4.3 Accredited representatives will be allowed paid time off from within the agreed time allocation (paragraph 6), subject to the conditions below, solely for the purposes of trade union duties and acting as Union Learning Representatives, as set out in sections 168 and 168A of the

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<sup>1</sup> [https://archive.acas.org.uk/media/274/Code-of-Practice---Time-off-for-trade-union-duties-and-activities/pdf/11287\\_CoP3\\_Time\\_off\\_Union\\_Activities\\_v1\\_0\\_Accessible.pdf](https://archive.acas.org.uk/media/274/Code-of-Practice---Time-off-for-trade-union-duties-and-activities/pdf/11287_CoP3_Time_off_Union_Activities_v1_0_Accessible.pdf)

Trade Union and Labour Relations (Consolidation) Act 1992 and the ACAS Code of Practice: Time off for trade union duties and activities. This will include:

- attending meetings of the Joint Committee for Consultation and Negotiation and any meetings under the Collective Dispute Procedure, (including attending trade union side pre-meetings);
- attending meetings of the Positive Working Environment Board and its sub-groups;
- attending meetings of the University Inclusion Group and University equality groups;
- attending scheduled monthly trade union meetings with Human Resources;
- attending other meetings with Human Resources and senior managers which may be arranged;
- attending as a representative at any formal meeting under the University procedures listed in paragraph 10 of the Recognition Agreement;
- communicating with employees who are represented by the trade union in connection with employee relations issues taking steps to ensure minimum disruption to services.

4.4 Additional requests for time off for trade union activities (section 170 of the 1992 Act) fall outside the scope of this agreement. Exceptionally, such requests may be approved by the Director of Human Resources<sup>2</sup>. Requests should be submitted to the Director of Human Resources in advance by the Branch President/Secretary or regional officer.

#### 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 The facility time allocation will be incorporated into the contractual hours of the accredited representative, whether they are full-time or part-time. Where an accredited representative is required to attend work to represent a meeting under paragraph 4.3 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. The University will not pay additional hours to an accredited representative should it not be possible to incorporate their facility time allocation into their contractual hours.

#### 6 Trade Union Time Off Time Allocation

6.1 At the beginning of each year (*date to be agreed*), 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:

##### Standard Allowance

UCU: 0.2 fte for Branch President and 0.1 fte for Branch Secretary

Unison: 0.15 fte for Branch Secretary

Unite: 0.15 fte for Branch Secretary

##### Additional facility time for caseworkers

380 hours for each 300 members

6.3 Trade unions will submit verified membership figures to the Director of Human Resources at the earliest opportunity and in any event not later than (*date to be agreed*) each year.

6.4 Trade unions should notify the Director of Human Resources at the earliest opportunity and in any event no later than (*date to be agreed*) each year of the names and roles/areas of

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<sup>2</sup> References to the Director of Human Resources include a designate of the Director of Human Resources

responsibility of their accredited representatives and how the time allowance will be divided among their accredited representatives.

- 6.5 The maximum facility time allowance for any one trade union representative should not exceed 40% of their contractual fte.
- 6.6 The Director of Human Resources will advise the relevant Colleges and Professional Services of the name of the accredited representative(s) and the time allocation for each accredited representative.
- 6.7 To support Colleges/Services releasing accredited representatives for trade union duties, Human Resources may provide financial compensation to allow them to employ a replacement so that the College/Service is not disadvantaged by permitting time off to an accredited representative.
- 6.8 To support trade union involvement in other major University projects, additional time off for trade union representatives may be agreed by the Director of Human Resources.

## 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 by the Branch Secretary of the union or the manager of the accredited representative.

## 8 Training

- 8.1 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.
- 8.2 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.
- 8.3 An accredited representative requesting time off for training should seek prior approval from their line manager and Human Resources by following procedures set out by the Director of Human Resources, providing:
  - 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.
- 8.4 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.

## 9 Information for new employees

- 9.1 The University will provide all new employees with information about the trade unions and how to join.

## 10 Trade Union Subscriptions

- 10.1 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.

- 10.2 Trade unions undertake to encourage employees to pay trade union subscriptions by direct debit as their preferred method of paying subscriptions.
- 10.3 The parties undertake to cooperate to ensure that the University complies with the requirements of The Trade Union (Deduction of Union Subscriptions from Wages in the Public Sector) Regulations 2017.
- 11 Trade Union Health and Safety Representatives
- 11.1 The University and trade unions will agree parallel agreements for Trade union Health and Safety Representatives in accordance with relevant legislation.
- 12 Facilities
- 12.1 To support the principles and purposes of this Agreement, the University of Exeter undertakes to provide the following facilities for use by Trade Unions:
- accommodation for meetings (to booked through the central room booking service);
  - telephone facilities for internal/external calls;
  - use of the University's computer network including technical support, subject to the University's IT Regulations;
  - photocopying services;
  - use of the University of Exeter mailing system to communicate with individual employees or trade union members who have joined mailing lists maintained by the trade unions. The Facilities Agreement does not permit trade unions to use University, College or Service 'all staff email' or 'all student email' message services.
  - webspace on the University's intranet;
  - a shared office for trade union use;
  - access to noticeboards in buildings controlled by the University.
- 12.2 Trade unions will not be charged for the reasonable use of the above facilities except external mail and photocopying which will be recharged as for departments of the University.
- 12.3 Access to University facilities is subject to the University's dignity and respect and data protection standards.
- 12.4 Any concerns should be referred to the Director of Human Resources by the Branch Secretary of the union.
- 13 Reporting
- 13.1 Trade unions undertake to cooperate with the University to ensure that the University complies with the requirements of The Trade Union (Facility Time Publication Requirements) Regulations 2017.
- 14 Guidance
- 14.1 Human Resources may issue additional guidance to managers regarding the application of this agreement. Any guidance will be shared with trade unions for comment prior to it being issued.

Date of this agreement: June 2020 (to be formally reported to and confirmed by the next scheduled meeting of the Joint Negotiating Committee meeting in the autumn term 2020)

[https://universityofexeteruk-my.sharepoint.com/personal/a\\_johnson\\_exeter\\_ac\\_uk/Documents/Documents/Trade Unions/Facility Time Claim/Facilities Agreement \(Final June 2020\).docx](https://universityofexeteruk-my.sharepoint.com/personal/a_johnson_exeter_ac_uk/Documents/Documents/Trade%20Unions/Facility%20Claim/Facilities%20Agreement%20(Final%20June%202020).docx)