

# Trade union time off & facilities agreement

Between: The University of Southampton

And: UCU, UNISON, Unite

## **1. Definition of Terms**

In this Agreement:

The University	refers to the University of Southampton
The Union/Unions	refers to the Trade Unions UCU, UNISON and Unite
Staff	refers to all employees of the University

## **2. Commencement Date**

This Agreement commences on 1st July 2009.

## **3. Introduction**

3.1 The University and the Unions support the system of collective bargaining and the principle of solving employee relations issues by discussion and agreement.

3.2 All parties recognise the value to good employee relations of staff being properly represented by one of the recognised unions. Furthermore all sides believe that a truly representative and effective union will enhance workforce employee relations.

3.3 The Trade Union and Labour Relations (Consolidation) Act 1992 (S168(1) and (2)) makes provision for employees to be given the right for time off under various circumstances. The following sets out these provisions as agreed by the University and the Trade Unions in this respect.

## **4. Representation**

4.1 The provisions of this agreement shall apply to accredited representatives of the Unions, who have been duly elected or appointed in accordance with the rules of the Union.

4.2 The University and the Trade Unions will determine the appropriate number of representatives to be appointed, having regard for the size and location of each Trade Union's membership. The Trade Unions agree to inform the University in writing of the names of all elected representatives at the earliest possible opportunity and to notify the University of any subsequent changes. Persons whose names have been notified to the University shall be the sole representatives of the Union membership. The Trade Unions will also report to the University, by 31st July each year, their current membership numbers.

## **5. The Function of Representatives and Officials**

The University and the Unions recognise that the industrial relations functions of representatives and officials are important duties in addition to their duties as employees of the University. Their functions and responsibilities are as follows:

- To be responsible to and for a group of members;

- To undertake industrial relations duties operating within the policies of the Union. Issues may include members' grievances, discipline, learning, health and safety, equal opportunities, service conditions, and any matter listed in Section 6.2 of this Agreement;
- To seek full Trade Union membership amongst all employees of the University;
- To communicate with members and to communicate with Management, the Joint Negotiating Committee and with the relevant Union bodies;
- To represent the Union in the joint negotiating and joint consultative machinery at local, regional and national level;
- To meet with other representatives, officials or full-time union officers on matters covered by this Agreement;
- To attend meetings of the Union of which the person is a representative or of which she/he is an official
- To seek to ensure that agreements are adhered to;
- To organise meetings of members during working hours in accordance with the ACAS Code of Practice and any prevailing local agreements.

## **6. Time off for Representation and Other General Duties**

6.1 This agreement seeks to establish a formal policy and procedure on Trade Union duties and activities in accordance with the legislative framework. It is recognised that it is not possible to be prescriptive about all duties, activities and time required to carry them out. It is agreed that requests for time off will not be unreasonably refused as long as they meet the general principles laid down below.

6.2 Accredited representatives will be permitted paid time off during working hours to carry out duties that are concerned with any aspect of collective bargaining and representation of individual members, including:

- terms and conditions of employment including physical working conditions
- engagement, termination or suspension of employment and the duties of employment
- allocation of work or the duties of employment as between employees or groups of employees
- discipline and grievance
- activities associated with trade union membership
- facilities for officials of the Union
- machinery for negotiation or consultation and other procedures; procedures for collective bargaining, disputes, joint consultation, communicating with members and other trade union officers.

6.3 To ensure that workplace meetings are fully represented, paid time off for trade union representatives and members will be permitted for:

- Attending workplace meetings to discuss and vote on the outcome of negotiations;
- Meeting all full-time Union officials to discuss issues relevant to the workplace;
- Conducting Union elections.

6.4 The University and the Unions also recognise that it is in the interests of effective and democratic operation of Unions that lead representatives or officials participate in other activities of the Trade Unions. Reasonable time off with pay during working hours, subject to the time off arrangements set out in paragraphs 9 to 11 below, will be granted for these purposes, which may include:

- Participation, as a representative, in meetings of official policy making and consultative bodies of the Union such as annual conferences or regional meetings;
- Representing the Union on external bodies such as committees or working parties within the official Union structure;
- Holding office on official bodies of the Union;

The Union will notify the University of the anticipated dates of such events as soon as possible and the names of the representatives who will be required to attend.

6.5 Paid time off for representatives, subject to sections 9 to 11 below, is also allowable for trade union administration, including the recruitment of members, dealing with general enquiries from members and potential new members, handling correspondence and preparing for, and taking part in, trade union committee work.

## **7. Time Off for Health and Safety Representatives**

The Trade Unions are responsible for the appointment of Health and Safety Representatives. The University has the duty to permit safety representatives such time off with pay for the purposes of:

- Performing their functions under health and safety legislation;
- Undergoing training to carry out their duties and responsibilities;
- Attending health and safety meetings at local, regional, national and international levels where appropriate.

**8. Time off for Union Learning Representatives**

Accredited Union Learning Representatives are entitled to take reasonable time off for the following purposes:

- Identifying and analysing learning or training needs;
- Providing information and advice about learning or training matters;
- Arranging learning or training;
- Promoting the value of learning and training;
- Consulting the University’s Management in relation to such activities;
- Preparation in relation to such activities;
- Undergoing training to carry out their duties and responsibilities.

**9. Time Bank Arrangements**

Trade Union representatives will be granted reasonable time off to undertake their trade union duties and activities, including JNC Committee, external conference and training activities. The normal amount of time off for individual representatives shall be determined as follows:

Members	Reps	Total Time Bank Allocation (in days)
Up to 200	Up to 15	180
Between 200 and 500	Up to 25	240
More than 500	Up to 30	300

Each Union may draw down time from the bank for normal activities but with a maximum of 28 days per union representative (excluding the Lead Representative) in any one year with no carry over of untaken days. The time bank year shall run from 1st September to 31st August.

**10. Allocated Time Off for Branch Secretaries and Lead Representatives of the Union**

Each Union shall be entitled to nominate their Branch Secretary or equivalent Lead Representative of the Union who, shall be entitled to paid release for trade union duties equivalent to up to 0.4 of a FTE post. The representative must agree a working pattern in advance with their Line Manager and receive formal approval from HR. The working pattern, which will apply from 1st September each year for the next 12 months, will be reviewed on an annual basis before 31st July each year. The union may if it chooses appoint to this role on a job-share basis. Such job-share appointments must be notified to the University in writing and the 0.4 time allocation will be split accordingly. The time off entitlement shall be included in the individual time bank entitlement set out in 9 above.

**11. Special Arrangement for Time Off**

11.1 In the case of employees who work shifts or unsocial hours, the University will allow reasonable time off for trade union duties and normally will make arrangements when the duties fall outside their on-duty hours.

11.2 Where representatives attend meetings called by Management, the University will always try to ensure that the meetings take place while the appropriate representatives are on duty, either by adjusting dates of meetings and/or amending rotas where possible by agreement with the individual concerned.

11.3 If a meeting is to take place on the representative's day off or while the representative is not on duty and 11.2 above is not possible then an equivalent amount of time off in lieu will be given at a time agreeable to both parties. If it is impossible to arrange time off in lieu then payment for this time will be made.

11.4 In the case of disabled representatives, the university will make suitable arrangements and all reasonable adjustments required to allow them to carry out their responsibilities. This may include the granting of additional time and facilities to disabled representatives.

## **12. Payment for Time Off**

12.1 Trade Union representatives engaged on recognised duties as indicated above will be paid the amount they would have earned had they worked during the time taken.

12.2 All trade Union representatives will be deemed to be employed by the university while undertaking their trade union duties and entitled to the full package of pay and conditions they would have received had they been undertaking their substantive role.

12.3 Travelling and subsistence costs will be reimbursed to accredited representatives for periods of work approved in accordance with this Agreement.

## **13. Backfill Arrangements and Funding of UCU Administrative Post**

In the case of UCU, an agreed sum will be paid to the Trade Union office in July of each year to contribute to costs of backfill. In the case of UNISON and Unite, allocated sums will be paid to the named Lead Representatives' School or Professional Service as a contribution to the costs of covering the post in their absence. These sums will be set on an annual basis but will not be used to determine or restrict the time off entitlement of any union or individual representative.

## **14. Training**

14.1 Reasonable time off with pay will be granted to attend training courses subject to adequate notice and cover arrangements being available in the School/Service.

The University supports the need for newly appointed trade union officials to be granted reasonable time off for initial training in basic representational skills as soon as possible after her or his appointment. Following this further reasonable time should be considered:

- For further training, particularly where the official has special responsibilities
- To deal with changes in the structure or topic of negotiation, or where significant changes in the organisation of work are contemplated
- Where legislative changes affect the conduct of employee relations.

14.2 When making a request for time off representatives or their Trade Unions must give adequate advance notice of course dates (in writing if requested) to relevant line-managers and co-operate in making arrangements to cover jobs during the absence of representatives on courses. Details of the course should be provided, upon request.

14.3 Part-time employees who are required to attend recognised training courses as detailed above will receive time off in lieu or be paid for the additional attendance time, if it exceeds their normal working hours.

## **15. Procedures**

15.1 Before taking time off, the accredited representatives must obtain the permission of their manager, informing the manager of the general purpose of the time off, the intended location, the expected timing and duration of time off required.

15.2 The University will ensure that Management at all levels are familiar with agreements and arrangements relating to this Agreement.

15.3 Accurate records will be kept of the time off granted for each trade union and individual representative.

## **16. Trade Union Facilities**

16.1 The University agrees to provide defined accommodation and facilities to the Union representatives to enable them to discharge their duties in line with this Agreement and the ACAS Code of Practice. These include the following, as required:

- Use of accommodation on the Highfield campus. This accommodation shall be shared between the recognised trade Unions and use divided as agreed between the unions for the purposes of meetings, office accommodation and discussions with individual members and other legitimate trade union use.
- Office Space
- Photocopying equipment
- Telephones
- Personal Computers and Printers
- Office Furniture
- Use of IT Networks and Support Services
- Building Maintenance Support Services
- Services (gas, water & electric)
- Payment of Utility Bills
- Payment of Business Rates
- Building Insurance

## **17. Disputes**

17.1 The University and the Unions agree to make every effort to resolve disputes in relation to time off for trade union duties and activities.

17.2 Where permission to take time off is withheld, an explanation for the reason(s) will be given by the appropriate representative of management.

17.3 If the Union official is dissatisfied with the decision, the matter may be referred to the HR Director.

17.4 If agreement cannot be reached, the matter will be referred to the Joint Negotiating Committee.

17.5 The University recognises that individual union representatives have the right to take a claim to an Employment Tribunal if internal procedures fail to resolve a

## **18. No Detriment**

Individuals will not be discriminated against during the course of their employment for membership of a trade union or activities as a union representative.

## **19. Amendment or Termination of Agreement**

19.1 Either side may submit proposals in order to amend this agreement. Such proposals will be in writing to the sides concerned, and will be the subject of joint negotiations.

19.2 Both parties agree to review this Agreement in twelve months and at agreed dates thereafter. Should this Agreement prove unsatisfactory the previous arrangements will be reintroduced.

Signed:

On Behalf of the University:

Suzanne Middleton

HR Director

Signed:

On Behalf of the Trade Unions

David Wheatley, UCU

Adrian Dolby, UNISON

Dave Lynock, Unite

Date: 7th May 2009