

Time Off and Facilities Agreement

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Margaret Smith, HR Adviser		Peter Brook, Director of Human Resources (HR)
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Time Off and Facilities Agreement

Summary

What is this Agreement about?

This agreement is about the total amount of time accredited trades union representatives will be permitted to carry out specified union duties and the facilities the University will provide to enable them to discharge their duties.

Who is this Agreement for?

This Agreement applies to accredited representatives of the signatory trade unions, who have been elected or appointed in accordance with the rules of the respective trades unions and are current employees of the University.

How does the University check this Agreement is followed?

The total amount of facilities time is agreed between the trades unions and the University. The trades unions are required to submit to the Director of Human Resources, on an annual basis, the names of the accredited representatives and the amount of facilities time each has been allocated to carry out the functions of trades union representatives.

Who can you contact if you have any queries about this Agreement?

If you are external to the University and you have any queries please contact the HR Service Centre at hrenquires@port.ac.uk.

If you are internal to the University please contact your HR Business Partner.

1. Introduction

This Time Off and Facilities Agreement is between the University of Portsmouth and:

- University and College Union (UCU) in respect of academic, research and related staff;
- Unison in respect of support staff.

The University supports the system of collective bargaining and the principle of solving employee relations problems by discussion and agreement.

The University believes that fully representative unions lead to good employee relations and will therefore encourage its employees to belong to an appropriate trade union, although membership is not a condition of employment.

The Trade Union and Labour Relations (Consolidation) Act 1992 and the Employment Act 2002 make provision for employees to be given the right to paid time off under various circumstances. The following agreement sets out these provisions as agreed by the trade unions and the University in this respect, taking into consideration the ACAS Code of Practice 'Trade Union Duties and Activities' January 2010.

2. Representation

The provisions of this Agreement shall apply to accredited representatives of the signatory trade unions, who have been duly elected or appointed in accordance with the rules of the respective trade union and are current employees of the University.

The trade unions will determine the appropriate number of representatives they wish to appoint, having regard to the size and location of their membership. The unions agree to inform the Director of Human Resources in writing of the names of all elected representatives at the earliest possible opportunity and to notify the Director of Human Resources of any subsequent changes.

3. Time off for general trade union representation

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 and activities and the time required to carry them out. It is agreed that requests for time off will not be unreasonably refused.

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, which may include:

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

The employer will ensure that managers at all levels are familiar with this agreement.

4. The function of representatives and officers

The University and the unions recognise that the employee relations functions of representatives and officers are important duties in addition to their duties as employees of the University whose functions and responsibilities may include:

- 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 3 of this Agreement;
- to seek full trade union membership amongst all employees of the University;
- to communicate with members and to communicate with management, with the University Negotiating and Consultative Committee (UNCC) 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 representatives on matters covered by this Agreement;
- to attend meetings of the trade union of which the person is a representative or of which he/she is an official (such as branch or branch committee meetings);
- 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.

5. Time off for health and safety representatives

The trade unions have a statutory responsibility to appoint health and safety representatives. The University has a statutory duty to permit safety representatives such time off with pay as necessary for the purposes of:

- performing their functions under health and safety legislation;
- undergoing such training as is reasonable;
- attending health and safety meetings on local, regional and national levels where appropriate.

6. Time off for union learning representatives/Lifelong Learning advisers

The trade unions have a statutory right to appoint accredited union learning representatives/Lifelong Learning advisers. The University has a statutory duty to permit them to take reasonable paid time off for the following specific purposes:

- analysing learning or training needs;
- providing information and advice about learning or training matters;
- arranging learning or training;
- promoting the value of learning or training;
- consulting the employer in relation to such activities;
- preparation in relation to such activities;
- undergoing relevant training.

7. Time off for trade union activities

To ensure that workplace meetings are fully representative, paid time off for trade union representatives and members may be considered in the following circumstances:

- attending workplace meetings to discuss and vote on the outcome of negotiations;
- meeting full time officers to discuss issues relevant to the workplace;
- conducting union elections;
- having access to services provided by a union learning representative.

The University and signatory trade unions also recognise that it is in the interests of the effective and democratic operation of the unions that representatives or officers participate in other activities of the trade unions. Reasonable time off during working hours will be granted for these purposes which may include:

- meetings with full time officers to discuss issues relevant to the workplace;
- participation as a representative in meetings of official policy making and consultative bodies of the trade unions such as annual conferences or regional meetings;
- representing the respective unions on external bodies such as committees or working parties within the official trade union structure;
- holding office on official bodies of the trade union.

The unions will notify the University at the beginning of each year of the anticipated calendar of such events wherever possible and the likely number of representatives who will be required to attend.

8. Time off for representatives of the recognised trade unions

In addition to time off as health and safety representatives and union learning representative/Lifelong Learning advisers, facilities time for union representatives will be subject to agreement between the relevant Branch Secretary and University Executive Board (UEB)/Director of Human Resources. Facilities time for the forthcoming academic year will be reviewed on an annual basis and considered at the January UNCC meeting before submission to UEB. Representatives will be required to provide details of facilities time by department to Human Resources so that departments can be reimbursed.

Where representatives attend meetings called by management, management will always try to ensure that the meetings take place while the appropriate representatives are on duty.

In the case of disabled representatives, the University will allow additional time and facilities, if necessary, and make suitable arrangements to allow them to carry out their responsibilities.

9. Requesting time off

Trade union representatives and members required to request time off to pursue their duties or activities or to access the services of a union learning representative should provide their line manager with as much notice as practically possible concerning:

- the purpose of such time off, while preserving personal confidential information relating to individuals in grievance and disciplinary matters;
- the intended location;
- the timing and duration of time off required.

Whilst making or granting such requests, both trade union representatives and management should have regard to minimising the impact on day-to-day work and the reasonableness of the request whilst recognising the need for flexibility.

On occasion requests for time off may be made at short notice. In such circumstances, permission will not be withheld unreasonably.

10. Time off to cover related workplaces

Any extension of representational rights to cover employees outside of the University must be carried out in the representative's own time.

11. Payment for time off for trade union duties

Trade union representatives engaged on recognised duties as indicated above will be paid either the amount they would have earned had they worked during the time taken or, where earnings vary with the work done, an amount calculated by reference to the average hourly earnings for the work they are employed to do.

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

12. Training

Reasonable time with pay will be granted to attend training courses approved by the TUC, Unison or UCU. 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 their 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 topics of negotiation, or where significant;
- changes in the organisation of work are contemplated;
- where legislative changes affect the conduct of employee relations.

When required to request time off, the trade unions must give adequate advance notice of course dates in writing to relevant line managers and cooperate in making arrangements to cover jobs during the absence of representatives on courses. Details of the course should be provided upon request.

Part-time employees who are required to attend recognised training courses as detailed above will be paid for the whole of their attendance time, even if it exceeds their normal working hours.

13. Trade union facilities

The University agrees to provide facilities to the Union representatives, wherever possible, to enable them to discharge their duties. This may include: provision of a building for secure office space; a notice board; access to confidential telephone, fax, internal mail and email; reasonable use of equipment such as telephones, franking machines, photocopiers, and PC's; reasonable accommodation for meetings and trade union education.

The appropriate unions' branch secretary, or representative, will be provided with the name, job title and location of starters and leavers and other staff as appropriate, to enable them to maintain their membership records.

The University will provide the respective trade unions with a list of staff that have had subscriptions deducted at source on a quarterly basis.

14. Confidentiality

Union representatives must respect and maintain the confidentiality of information they are given access to for collective bargaining purposes, including potential organisational change and staff reduction proposals, until it is agreed with management that such information may be disclosed.

Equally, management must respect the confidential and sensitive nature of communications between union representatives and their members and trade union.

15. 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.

16. Disputes concerning time off

The University and the signatory unions agree to make every effort to resolve disputes in relation to time off for trade union duties and activities. Where permission to take time off is withheld, an explanation for the reason(s) will be given by the appropriate representative of management.

If the union official is dissatisfied with the decision, the matter may be referred to the Director of Human Resources.

If agreement cannot be reached informally, the matter will be dealt with under the Collective Disputes Procedure.

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 dispute related to time off for trade union duties.

17. Amendment or termination of Agreement

Either party may submit proposals in order to amend this Agreement. Such proposals will be in writing to the parties concerned and will be the subject of joint discussions. Both parties agree to review this Agreement as and when required by giving prior notice to the UNCC.

Signatories to this Agreement may terminate the Agreement by giving six months notice in writing to the other parties.

18. Signatories

..... Peter Brook, Director of Human Resources

..... Chris Burke-Hynes, Chair, Unison

..... James Hicks, Chair, UCU

Effective date: 1 August 2014

University of Portsmouth
Department of Human Resources
University House
Winston Churchill Avenue
Portsmouth PO1 2UP
United Kingdom

T: +44 (0)23 9284 3141
F: +44 (0)23 9284 3122
E: university.secretary@port.ac.uk
W: www.port.ac.uk