



Facilities Agreement
in relation to
Trade Union Duties and Activities

10 December 2014

1. Union representation at Aberystwyth University

This agreement is between Aberystwyth University and its recognised trade unions. These are:

- UCU - Academic and Academic related staff;
- Unison - All grades of clerical, secretarial, chefs, manual and related staff;
- Unite- Technical/computer and skilled/ unskilled trades, grounds keepers etc.

2. Introduction

Aberystwyth University supports the system of collective bargaining and believes in the principle of aiming to solve employee relations issues through discussion and agreement.

All parties have a shared commitment to the sustainability and success of the University. The University and Trade Unions recognise and respect the fact that they have distinct and legitimate roles.

The University recognises the following statutory obligations in relation to trade union representation:

- Trade Union and Labour Relations (Consolidation) Act 1992
- Employee Relations Act 1999
- Human Rights Act 1998
- Employment Rights Act 1996
- Safety Representatives and Safety Committee Regulations 1977
- Collective Redundancies and Transfer of Undertakings Regulations 1995 and 1999
- Transfer of Undertaking (Protection of Employment) Regulations 2006
- Employment Act 2002
- ACAS Code of Practice 3 - Time Off for Trade Union Duties and Activities.

3. Trade Union representatives

The University recognises that trade union representatives fulfil an important role and that the discharge of their duties as trade union representatives will not prejudice their employment with the University.

The University recognises that time off would only be available to those holding official positions within the above mentioned trade unions.

Each trade union is responsible for ensuring that the HR Department is kept informed of any changes to those holding office within 2 weeks of the change and, in addition, each trade union will submit a complete list of local representatives annually.

Similarly each individual holding office must keep their line manager informed of their role and responsibilities with the relevant trade union.

4. Paid leave for trade union representation

Trade union representatives are entitled to reasonable paid time off during working hours to take part in trade union duties.

Representatives should give as much notice as possible as to not interfere with the functioning of the University.

Short notice may be accepted provided that appropriate cover can be provided. In this situation the decision will rest with the Institute Director or Head of Professional Services Department.

Reasonable time is not defined within the legislation but can be assumed to refer to the necessary amount of time that is needed for the duty to be completed. This may include:

- The nature of the work
- The amount of time representatives have already taken leave
- The workload of the department/institute
- Needs of line managers and colleagues
- Importance of health and safety at work

Whilst line managers are entitled to consider the business needs of their department/institute they cannot continually or unreasonably refuse reasonable requests for time off.

The ACAS Code of Practice- Time off for Trade Union Duties and Activities sets out a list of trade union duties for which the employer should consider granting time off:

- Negotiations with employers about matters which fall within section 178(2) of the Trade Union and Labour Relations (Consolidation) Act 1992 and for which the union is recognised for the purpose of collective bargaining by the employer.
- Any other functions on behalf of employees of the employer which are related to matters falling within section 178(2) TULR(C)A and which the employer has agreed the union may perform. (see Annex 1)
- The receipt of information from the employer and consultation by the employer under section 188 TULR(C)A related to redundancy or under the Transfer of Undertakings (Protection of Employment) Regulations 2006 that applies to employees of the employer; or (See Annex 1)
- The performance on behalf of employees of the employer of functions related to or connected with the making of an agreement under Regulation 9 of the Transfer of Undertakings (Protection of Employment) Regulations 2006

5. Unpaid leave for union representation

Union representatives are entitled to reasonable unpaid time off during working hours to take part in trade union activities.

The ACAS Code of Practice- Time off for Trade Union Duties and Activities sets out a list of Trade Union activities:

- Attending work place meetings to discuss and vote on the outcome of negotiations with the employer.
- Meeting full time officers to discuss issues relevant to the workplace.
- Voting in union elections.
- Having access to services provided by a union learning representative.
- Where the member is acting as a representative of a recognised union activities can be, for example, taking part in:
 - Branch, area or regional meetings of the union where the business of the union is under discussion.
 - Meetings of official policy making bodies such as the executive committee or annual conference.

6. Requesting paid or unpaid time off

For trade union duties or activities

Any **paid** leave taken by a union representative must be requested and recorded through Pobl Aber People self-service:

Aber people- Absences- Absence Code: **TU**

Any **unpaid** leave taken by the union representative must be recorded through self-service:

Aber People – Absences- Absence Code: **TUA**

No payment will be made where the trade union duties or training take place outside of the trade union representative's normal working hours. In addition, payment will not be made to meet travelling or subsistence costs.

As a work colleague

Any **paid** leave taken by an employee in the capacity as a work colleague must be requested and recorded through Pobl Aber People self-service:

Aber people- Absences- Absence Code: **WC**

No payment will be made where the work colleague attends a meeting outside of their normal working hours. In addition, payment will not be made to meet travelling or subsistence costs.

7. Appeals against refusal of time off

All appeals must be made in writing to the Head of Professional Services or Head of Department/Institute Director or nominee within 48 hours of the request being declined.

The Director/ nominee are to respond to the appeal within 48 hours.

8. Amount of paid time off and number of representatives

A formal agreement can help to:

- provide clear guidelines against which applications for time off can be determined;
- establish realistic expectations on the part of union representatives and managers;
- avoid misunderstanding;
- facilitate better planning;
- ensure fair and reasonable treatment;
- support our trade union colleagues in managing and planning their workloads

An accredited union representative is a member of staff who has been elected or appointed in accordance with the rules of a recognised trade union to be a representative of all or some of the union's members at the University.

The number of union representatives appointed should be reasonable with regard to both the union need for effective representation and communication and the management need for efficient working practices.

As a maximum, the ratio of union representatives to members will be 1 to 50 in addition to Branch Chair and Secretary roles.

The annual facilities time is a guide for each union and 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 per annum and there will be an additional allowance of 100 hours for each union.

9. Requests for additional time off

Trade union requests for time off in excess of the agreed allowance will not be unreasonably refused by the line manager where such an agreement is beneficial to the efficient performance of the University or the resolution of key issues. (This request can relate to more hours or more trade union representatives being required for a period of time)

10. Facilities

Subject to availability:-

- free IS access for AU employed local representatives for e-mail, internet access, internal mail and internal telephones;
- suitable rooms - in addition to Room C63, additional rooms can be booked for general meetings, branch committee meetings, Trade Union training events, including provision for the Union Learning Representatives and Trade Union members to meet to discuss relevant training matters, and individual case work; It should be noted that there is a financial cost to the provision of rooms which will be borne by the University and the annual cost will be set against the calculation of funding support by the University for Trade Union duties;
- free use of notice boards, with the understanding that the provision of notice boards is a departmental and/or institute matter and their use should be agreed in accordance with local working practices;
- inclusion on the HR website with links to the appropriate trade union webpage;
- inclusion of information pertinent to the trade union in new staff contract pack;
- access to photocopying and external telephone facilities within reason. Any trade union activity related photocopying would be recharged to the respective trade unions.

11. Disclosure of Information and Confidentiality

In the spirit of this agreement, trade union representatives will be expected to respect and maintain the confidentiality of information they are given access to where, the disclosure would breach the Data Protection Act, seriously harm the functioning of, or would be prejudicial to the University, while at the same time maintaining the right to raise genuine concerns.

12. Time off for training and attendance at conferences

Reasonable time off with pay will be granted to accredited representatives of a recognised trade union to undergo training relevant to the performance of their trade union duties. The training should be in aspects of employee relations and must be approved by the Trade Union Congress or by the independent trade union of which the employee is a representative. Some examples of trade union events are listed below:-

- Regional Council
- Wales Higher Education Committee
- National Delegate Conference

N.B. the above list is neither exclusive nor exhaustive.

Time off with pay will be granted for 1 delegate from the local branch of the trade union to enable attendance at their annual trade union conference to consider pay and conditions matters. This is subject service requirements continuing to be met.

Time off will be funded by the relevant departmental/institute budget, unless otherwise agreed, and is subject to proper advance notification being given.

13. Funding Arrangements

Aberystwyth University contributes a sum of money to the trade unions each year. This agreement supports the equal distribution of these funds across all 3 recognised trade unions with effect from academic year 2014/15. These funds are discretionary and will be agreed by the Executive on an annual basis going forward. Each trade union has discretion to utilise these funds as they deem appropriate.

14. Monitoring and Reporting Arrangements

All requests for time off for trade union duties and activities will be recorded through the Pobl Aber People system. An annual report will be presented to the Joint Consultative and Negotiating Committee (JCNC) on all requests made and will include the following data:-

- Total time off requested/approved by Department/Institute
- Reason for time off – duty/activity and percentage allocation
- Reason for time off – university level meetings, case work and departmental level meetings and percentage allocation
- Total time off requested/approved by union
- Anonymised data on time off as a work colleague.
- Total time off taken outside normal working hours by union

15. Policy Review

The Director of Human Resources will co-ordinate a review of this Agreement after a year and thereafter on a triennial basis, or before if deemed necessary, to maintain compliance with legislation and good practice.

The review will be undertaken in consultation with the recognised trade unions and any proposed amendments will be submitted to JCNC and Professional Development and Staffing Committee (PDSC) for approval.

16. Equality Impact Assessment

The University is committed to embedding the Single Equality Scheme into its policies, procedures and practices. This Policy has been equality impact assessed in accordance with this scheme.

Annex 1

Trade Union and Labour Relations (Consolidation) Act 1992

Section 178

Collective agreements and collective bargaining.

(1) In this Act "collective agreement" means any agreement or arrangement made by or on behalf of one or more trade unions and one or more employers or employers' associations and relating to one or more of the matters specified below; and "collective bargaining" means negotiations relating to or connected with one or more of those matters.

(2) The matters referred to above are—

- (a) Terms and conditions of employment, or the physical conditions in which any workers are required to work;
- (b) Engagement or non-engagement, or termination or suspension of employment or the duties of employment, of one or more workers;
- (c) Allocation of work or the duties of employment between workers or groups of workers;
- (d) Matters of discipline;
- (e) A worker's membership or non-membership of a trade union;
- (f) Facilities for officials of trade unions; and
- (g) Machinery for negotiation or consultation, and other procedures, relating to any of the above matters, including the recognition by employers or employers' associations of the right of a trade union to represent workers in such negotiation or consultation or in the carrying out of such procedures.

Section 188

Duty of employer to consult representatives.

(1) Where an employer is proposing to dismiss as redundant 20 or more employees at one establishment within a period of 90 days or less, the employer shall consult about the dismissals all the persons who are appropriate representatives of any of the employees who may be affected by the proposed dismissals or may be affected by measures taken in connection with those dismissals.

(1A) The consultation shall begin in good time and in any event—

- (a) where the employer is proposing to dismiss 100 or more employees as mentioned in subsection (1), at least 90 days, and
- (b) otherwise, at least 30 days,

Before the first of the dismissals takes effect.

(1B) For the purposes of this section the appropriate representatives of any affected employees are—

- (a) if the employees are of a description in respect of which an independent trade union is recognised by their employer, representatives of the trade union, or

(b) In any other case, whichever of the following employee representatives the employer chooses:—

(i) Employee representatives appointed or elected by the affected employees otherwise than for the purposes of this section, who (having regard to the purposes for and the method by which they were appointed or elected) have authority from those employees to receive information and to be consulted about the proposed dismissals on their behalf;

(ii) Employee representatives elected by the affected employees, for the purposes of this section, in an election satisfying the requirements of section 188A (1).

(2)The consultation shall include consultation about ways of—

(a) Avoiding the dismissals,

(b) Reducing the numbers of employees to be dismissed, and

(c) Mitigating the consequences of the dismissals, and shall be undertaken by the employer with a view to reaching agreement with the appropriate representatives.

(3)In determining how many employees an employer is proposing to dismiss as redundant no account shall be taken of employees in respect of whose proposed dismissals consultation has already begun.

(4)For the purposes of the consultation the employer shall disclose in writing to the appropriate representatives—

(a) The reasons for his proposals,

(b) The numbers and descriptions of employees whom it is proposed to dismiss as redundant,

(c)the total number of employees of any such description employed by the employer at the establishment in question,

(d)the proposed method of selecting the employees who may be dismissed,

(e)the proposed method of carrying out the dismissals, with due regard to any agreed procedure, including the period over which the dismissals are to take effect, and

(f)the proposed method of calculating the amount of any redundancy payments to be made (otherwise than in compliance with an obligation imposed by or by virtue of any enactment) to employees who may be dismissed

(5)That information shall be given to each of the appropriate representatives by being delivered to them, or sent by post to an address notified by them to the employer, or (in the case of representatives of a trade union) sent by post to the union at the address of its head or main office.

(5A)The employer shall allow the appropriate representative's access to the affected employees and shall afford to those representatives such accommodation and other facilities as may be appropriate.

(6).

(7)If in any case there are special circumstances which render it not reasonably practicable for the employer to comply with a requirement of subsection (1A), (2) or (4), the employer shall take all such steps towards compliance with that requirement as are reasonably practicable in those circumstances. Where the decision leading to the proposed dismissals is that of a person controlling the employer (directly or indirectly), a failure on the part of that person to provide information to the employer shall not

constitute special circumstances rendering it not reasonably practicable for the employer to comply with such a requirement.

(7A)Where—

(a) The employer has invited any of the affected employees to elect employee representatives, and

(b) The invitation was issued long enough before the time when the consultation is required by subsection (1A) (a) or (b) to begin to allow them to elect representatives by that time, the employer shall be treated as complying with the requirements of this section in relation to those employees if he complies with those requirements as soon as is reasonably practicable after the election of the representatives.

(7B)If, after the employer has invited affected employees to elect representatives, the affected employees fail to do so within a reasonable time, he shall give to each affected employee the information set out in subsection (4).

(8)This section does not confer any rights on a trade union, a representative or an employee except as provided by sections 189 to 192 below.