

UNION OPERATING AND FACILITIES AGREEMENT

1 Introduction

- 1.1 This agreement does not confer contractual rights or form part of any contract of employment and may be amended by the University or replaced at any time following appropriate consultation and negotiation.

2 Ownership

- 2.1 The Human Resources department owns and manages this agreement on behalf of The University of Northampton. This agreement will be reviewed every 3 years or in line with legislative changes.

3 Definitions

- 3.1 **Union Representatives** - an employee who has been elected or appointed in accordance with the rules of the independent union to be a representative of all or some of the union's members in the particular company or workplace, or agreed group of workplaces where the union is recognised for collective bargaining purposes.
- 3.2 **Trade Union officer** - a trade union official who is employed by an independent trade union, not the university, to represent members in workplaces, or groups of workplaces, where the union is recognised for collective bargaining purposes.
- 3.3 **Reasonable paid time off** - The amounts will be agreed annually between the University Management Team and trade unions within the forum of the Joint Consultation and Negotiation Committee who will take into account the recommendations contained in the ACAS Code of Practice.
- 3.4 **Normal Working Hours** - those hours worked by an employee over a period of time. For example, if an employee is contracted to work from 9-5 but over the years his or her custom and practice is to work from 10 until 6 every day, these are his/her 'normal working hours', irrespective of what that person's contract of employment may say.

- 3.5 **Normal pay** - the calculation of pay for the time taken for trade union duties should be undertaken with due regard to the type of payment system applying to the union representative; for example - shift premiums.
- 3.6 **Industrial Action** – industrial action is when workers go on strike or take other action like refusing to do overtime (known as ‘action short of a strike’). It happens when trade union members are in a dispute with their employers that can’t be solved through negotiations.
- 3.7 **Trade Union Activities** – responsibilities as detailed in Section 7.1 and 7.2.

4 **Organisational Scope**

- 4.1 This agreement applies to the trade unions, their accredited representatives and members who are currently recognised by the University of Northampton and the University and College’s Employers Association (UCEA).
- 4.2 Those currently recognised by the University are:
- University and Colleges Union (UCU)
 - UNISON

Representatives can be either full or part time members of the University staff.

5 **Purpose**

- 5.1 To encourage an effective and constructive working partnership between recognised trade unions and the University Management Team
- 5.2 To encourage the effective and democratic operation of trade unions through the active participation of members in lawful activities, in accordance with current employment legislation.
- 5.3 To promote good employee relations by providing accredited representatives with reasonable paid time-off and appropriate facilities to carry out their function within the University, in line with ACAS Code of Practice.

6 Key Principles

- 6.1 The University recognises the statutory right of University recognised union representatives to reasonable time off, both paid and unpaid when taking part in trade union duties during normal working hours, as outlined below.
- 6.2 The University recognises the importance of representatives receiving the training necessary for them to carry out their duties effectively. Consequently, time off for such training will be accommodated for both established and new representatives.
- 6.3 In accordance with the ACAS Code of Practice 'Discipline and Grievance at work' the University requires representatives to be certified by their union as being competent to accompany a worker. Representatives who are not yet certified as competent are not eligible to accompany a University employee at Disciplinary or Grievance hearings as a trade union representative.
- 6.4 An accredited representative from each recognised trade union will notify the Director of HR in writing of the accredited officials and named representatives including the roles they will be undertaking, on an annual basis before the start of the autumn term. No representative will be recognised as an appointed representative until the notification is received by the Director of HR.
- 6.5 The University, its recognised trade unions, union representatives and line managers should work together to ensure that time off provisions, including training, operate effectively and for mutual benefit.
- 6.6 The University will consult, and negotiate where applicable, with the recognised trade unions on new or revised employee policies and procedures.
- 6.7 The HR department will ensure that recognised trade unions are notified when any new or revised policies and procedures are agreed and published.
- 6.8 The University will ensure that the recognised trade unions are notified of the Orientation dates for new staff and timetabled to speak to the new staff about their activities and the benefits of union membership.
- 6.9 In support of the principles of this agreement the University will provide facilities as detailed in Section 12.

6.10 In the event of an accredited official being suspected of:

- abusing their entitlement to time off, or;
- acting irresponsibly with their use of facilities, or;
- failing to adhere to agreed procedures on time off,

the HR department will notify the Union Regional Office and the matter may be dealt with in accordance with the University's disciplinary procedure.

6.11 The University recognises the difficulties for union representatives in ensuring effective representation and communication with members who work shifts, part time hours, in a different location, those who have domestic commitments, and workers with additional needs, disabilities, or language requirements. The University will accommodate flexibility regarding time off and provision of support/interpreters where appropriate.

7 Time Off for Trade Union Duties/Activities

7.1 In accordance with the ACAS Code of Practice: Time off for Trade Union Duties and Activities, union representatives are entitled to time off where the duties/activities are concerned with:

- negotiations with the University about matters which fall within Section 178(2) of the Trade Union and Labour Relations (Consolidation) Act 1992 (TULR(C)A) and for which the union is recognised for the purposes of collective bargaining by the University;
- any other functions on behalf of employees of the University which are related to matters falling within Section 178(2) TULR(C)A and which the University has agreed the union may perform;
- the receipt of information from the University and consultation by the University 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 University;
- negotiations with a view to entering into an agreement under Regulation 9 of the Transfer of Undertakings (Protection of

Employment) Regulations 2006 that applies to employees of the University; or

- 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 or Employment) Regulations 2006.

7.2 To perform their duties efficiently, a representative will be permitted to take reasonable paid time off during their working hours for the following:

- collective bargaining with University Management Team;
- meetings with members regarding negotiations/consultations with the University;
- meetings with other branch representatives or full time representatives on matters which are concerned with the University's employee relations;
- interviews with members and representing members on grievances and disciplinary matters in accordance with the University's detailed procedures;
- appearing on behalf of a member or as a witness before an outside official body e.g. ACAS panel or Employment Tribunal which is dealing with an employee relations matter with the University;
- training and employee relations, by prior agreement;
- any other miscellaneous duties in agreement with the individual's line manager or HR Director.

7.3 The Safety Representatives and Safety Committees Regulations 1977 Regulation 4(2)(a) requires that the University must allow union health and safety representatives paid time, as is necessary, during working hours, to perform their functions.

7.4 University employees who are members of a trade union recognised by the University can take reasonable time off to undertake the duties of a Union Learning Representative, provided that the union has given the employer notice in writing that the employee is a learning representative of the trade union and the training condition is met.

7.5 University employees elected to some trade union positions may require additional facility time or full time release in order to perform the duties of their elected office. The University will consider requests for additional

facility time or full time release in such circumstances on a case by case basis.

- 7.6 The University recognises the complexity and multiple roles of trade union representatives and as such will be as flexible and accommodating as is reasonable in agreeing to time off for representatives to undertake their union duties/activities.
- 7.7 The University recognises that representatives of trade unions and employed part time or on shift work, face particular problems with regard to effective dispensation of some of their duties. In such cases Line Managers will use their discretion in allowing such representatives to adjust their work commitments to fit particular circumstances. Representatives will also be expected to use their discretion as to whether or not another representative from their trade union may be better placed to offer representation and/or communication in a particular case.
- 7.8 It is expected that the procedures and facilities referred to in this document will be adhered to, and that union representatives will make every effort to minimise business disruption and wherever possible will provide their line manager with as much notice as possible concerning:
- the purpose of time off, while preserving personal confidential information;
 - the intended location;
 - the timing and duration required.

8 Payment for Representatives Engaged in Trade Union Duties and Training

- 8.1 Representatives will be paid at their normal rate of pay in the execution of their trade union duties where the duties are being undertaken during their normal working hours.
- 8.2 If a representative undertakes trade union duties at times when they otherwise would not have been at work, no payment will be made by the University, unless the union representative works flexibly and needs to undertake duties during normal working hours. Staff who work part time will be entitled to be paid if staff who work full time would be entitled to be paid.
- 8.3 Reasonable allowance will be made for any necessary travelling time related

to the performance of trade union duties.

- 8.4 Representatives will be paid at their normal rate of pay for training sessions where the training is undertaken during their normal working hours.
- 8.5 Where training referred to in 9.3 below, is undertaken at a time when the representative would not otherwise have been at work, no payment will be made by the University, unless the union representative works flexibly and needs to undertake training during normal working hours. Staff who work part time will be entitled to be paid if staff who work full time would be entitled to be paid.

9 Training of Representatives

- 9.1 Union representatives from the unions recognised by the University are entitled to reasonable paid time off during working hours to undergo training in aspects of employment relations and employee development relevant to the carrying out of their trade union duties. The aspects of training must be in line with the duties as detailed in Section 7.1 and 7.2.
- 9.2 The training undertaken must be approved by the Trade Union Congress or the trade union of which the employee is a union representative.
- 9.3 The University recognises the importance of:
- initial training in basic representation skills as soon as possible after the election or appointment of new representatives;
 - training courses to develop the union representatives' skills in representation, accompaniment, negotiation and consultation;
 - further training particularly where the union representative has special responsibilities - for example in collective redundancy and transfer of undertakings circumstances;
 - training to familiarise or update union representatives on issues reflecting the developing needs of the workforce they represent;
 - training where there are proposals to change the structure and topics of negotiation about matters for which the union is recognised; or

where significant changes in the organisation of work are being contemplated;

- training where legal change may affect the conduct of employment relations at the place of work and may require the reconsideration of existing agreements;
- training where a union representative undertakes the role of accompanying employees in grievance and disciplinary hearings.

9.4 Release of representatives for time off for training will be subject to their line manager normally being given at least four weeks' notice, details of the training, and evidence of attendance and competence achieved, unless circumstances make this impracticable.

9.5 The responsibility for fees and expenses for training under 9.4 is the responsibility of the trade unions. However, for certain training arranged or approved by the University (e.g. negotiation or consultation) the University may meet the costs of fees and expenses in accordance with the employee's terms and conditions of service.

10 Time Off for Members/Employees in Respect of Trade Union Activities

10.1 An employee who is a member of a union recognised by the University is entitled to reasonable unpaid time off to take part in trade union activities or to access the services of a Union Learning Representative.

For example:

- attending workplace meetings to discuss and vote on the outcome of negotiations with the University;
- meeting full time officers to discuss issues relevant to the workplace;
- voting in union elections;
- having access to the services provided by a Union Learning Representative;
- attendance at trade union member events;

- attendance at joint union member meetings.

10.2 It is accepted that as a general rule, union meetings held during working and/or teaching hours could potentially conflict with the University's responsibility for providing and maintaining academic services. It is expected that wherever possible such activities will be conducted with minimum disruption to an employee's normal working and will not interfere with timetabled academic duties.

11 Time Off for Activities Which Consist of Industrial Action

- 11.1 There is no right to time off for any activities which themselves consist of industrial action.
- 11.2 Where a representative is not taking part in industrial action, but represents members who are involved in industrial action, normal arrangements for time off will apply.
- 11.3 Paid time off will be granted to representatives where it would be in the interests of preventing, or limiting, or bringing to an end, industrial action. The granting of time off in these circumstances will be subject to the approval of the Vice Chancellor or nominated representative.

12 Facilities for Trade Unions

- 12.1 The University will, as far as practicable, make available to union representatives the facilities which are necessary for them to perform their duties efficiently.
- 12.2 Such facilities may include accommodation for branch meetings, or other official purposes, access to electronic communications facilities including internet and e-mail (for which a charge may be made), notice boards, lockable cupboard or filing cabinet, and, where the volume of the official's duties based on membership numbers justify it, the use of reasonable office facilities (where available), including access to a networked PC, printing, photocopying, and internal post.
- 12.3 Trade unions may have access to specified notice boards for the purpose of displaying information regarding their activities. It is the responsibility of the

trade unions to keep the notice boards in a reasonable condition. No notices may be exhibited elsewhere on University premises without prior approval of the Vice Chancellor or nominated representative.

- 12.4 Lists of new employees and their place of work will be provided to the recognised Trade Unions on a monthly basis. Arrangements can also be made to deduct member’s subscriptions direct from their salary the total amounts deducted being forwarded direct to the trade union, as appropriate.

13 Disputes Over Time Off and Facilities

- 13.1 If a dispute arises over any matter relating to the application or interpretation of this agreement, it shall be referred to the University’s agreed procedure for dealing with grievances, including making every attempt to resolve the dispute informally first, wherever possible.
- 13.2 If, following such a referral, a representative or member of a recognised independent trade union considers that the University has failed to give reasonable time off in accordance with the ACAS Code of Practice and current employment legislation, they are entitled to refer the matter to an employment tribunal.

14 Version Control

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