

TIME OFF AND FACILITIES FOR TRADE UNION DUTIES & ACTIVITIES AGREEMENT

1. Purpose

- 1.1 The purpose of this agreement is to provide a clear framework through which time off and facilities for trade union duties and activities are provided.

2. Scope

- 2.1 This Agreement deals with time off and facilities for the elected representatives of UNISON, being employees of the University.

- 2.2 The agreement outlines the agreed arrangements with UNISON in respect of:

- Time off for Trade Union Duties and Activities
- Time off for training of Trade Union Representatives in aspects of industrial relations
- National and Regional Trade Union Conferences
- Branch Meetings
- Facilities for Trade Union Representatives

3. Principles

- 3.1 The University recognises the right of UNISON representatives to have reasonable paid time off during working hours to carry out designated trade union duties and activities and to attend meetings. Both the University and UNISON recognise that time off provisions should not as far as reasonably possible, have adverse effects on teaching and other work programmes.

- 3.2 The University also recognises the need for UNISON representatives to have access to designated facilities in order to carry out their trade union duties and activities.

- 3.3 The University shall fund paid time off for trade union duties from a centrally funded budget.

- 3.4 Both the University and UNISON have a common interest in ensuring that the work of the institution is effectively and efficiently conducted in the closest co-operation, in the interests of the students, the staff and the Community. Specifically, both will aim to work in ways, which enhance the student experience and will, at all times, seek to avoid disruption to the educational programmes of the University, so as not to adversely affect students. This will require both the University and UNISON to interact in a constructive manner at all times, always seeking to resolve issues of difference or potential difference, through dialogue, appreciation of respective view points and mutual respect.

4. Time off for Trade Union duties and activities

- 4.1 Trade Union duties include:

- Negotiation of terms and conditions of employment;
- Preparation for consultations and negotiations with the University;
- Informing union members about consultations or negotiations with Management;

- Attending meetings with other lay officers and full time officials, in connection with employment matters relevant to the University;
- Representing (and preparation in respect of representing) union members within the Grievance and Disciplinary procedures and other relevant procedures (such as Harassment, Discrimination and Whistle blowing);
- Consultation on significant changes to procedures and policies which affect staff; and
- Recruitment of new members to the recognised trade unions.

4.2 The University agrees that UNISON representatives should be allocated reasonable time off in order to carry out designated trade union duties and activities and to attend meetings.

4.3 Where time off has been granted to an officer of UNISON to undertake the above duties, this shall be with pay. They will receive the normal contractual pay they would have received had they been undertaking their contractual duties and will be subject to the same annual increment rises and annual pay rises as their substantive salary.

4.4 Annual leave entitlement will be in accordance with entitlement applicable to the UNISON representative's substantive post.

4.5 Time off allocations for UNISON representatives are agreed as follows*:

The equivalent of 35 hours per week will be allocated to the following UNISON representatives, to allocate amongst themselves, as appropriate and subject to need, provided that they each complete a time sheet, provided to them, which should be forwarded to their Head of Department and to the Director of Human Resources on a monthly basis, to be reviewed annually:

Branch Secretary
Branch Chair
Assistant Secretary (North)
Assistant Secretary (City)

* UNISON representatives will annually circulate their formally allocated union times to the Director of Human Resources.

It shall be the responsibility of the elected representative to agree with their Head of Department their work timetable, and, wherever possible, both shall endeavour to ensure that the operation of the Department is not disrupted.

The above allocations shall be subject to annual review by the Director of Human Resources commencing in March 2008.

4.6 Exceptionally, where trade union duties are not fulfilled within the above paid time off and facilities arrangement, additional time may be allocated, subject to the prior approval of the relevant Head of Department. The Head of Department will consider, in conjunction with the Director of Human Resources, whether this additional time can be facilitated without detriment to the operational requirements of the said Department. Where such additional time is granted, this should not conflict with scheduled teaching activities or with or other operational requirements of the University, unless by prior agreement with management. Any such exception must be communicated in writing.

5. Time off for training of Trade Union Representatives in aspects of Industrial Relations

- 5.1 The University and UNISON recognise that industrial relations will be aided by the provision of appropriate training for elected representatives and undergoing training which is relevant to the performance of their trade union duties.
- 5.2 The relevant Head of Department, in conjunction with the Director of Human Resources, will give paid time off if it is considered that the proposed training is suitable and relevant and if it cannot be accommodated within the agreed allocation for time off (paragraph 4.5 refers).
- 5.3 UNISON will provide the University with the appropriate syllabus of training courses when requested and will give reasonable advance notice of the nominations for courses so that the University can give full consideration to the request for release.
- 5.4 UNISON will be responsible for any expenses incurred by the trade union and its elected representatives, in this respect.

6. National and Regional Trade Union Conferences/Meetings

- 6.1 The University acknowledges the role of national and regional conferences and meetings in the life of the trade union.
- 6.2 Elected delegates (one delegate seat per 500 members) are entitled to paid time off to attend both the National Delegate Conference (four days per annum) and the Higher Education Service Group Conference (one-day per annum).
- 6.2 Up to five observers elected to attend conferences will be entitled to unpaid time off, provided that attendance is limited to one day per observer. Trade union members can also take annual leave subject to approval by their Head of Department. Heads of Department should facilitate annual leave requests from union representatives wishing to attend conferences as an observer, where this will not have an adverse effect on operational efficiency.
- 6.3 Union representatives will be permitted reasonable time off during working hours to take part in recognised regional/national trades union activities such as attending regional or national meetings called to determine policy on pay, conditions or educational policy in the HE sector. Requests for such time off must be made in writing to the Director of Human Resources who will determine the appropriateness of the request, in conjunction with the relevant Head of Department. If such meetings occur on a normal working day, union representatives will, wherever practicable, provide the Director of Human Resources with at least one calendar month's notice of their proposed attendance at such meetings.

7. Branch Meetings

- 7.1 The University agrees to release members to attend branch meetings once per term for a period of one hour and to take into account the time spent travelling to and from the meetings. These meetings shall take place over a one hour period between 12.00 noon and 2.00 p.m.

- 7.2 The branch agrees to inform the Director of Human Resources of the date and venue of the meeting at least two weeks before the meeting is to take place.
- 7.2 Management agrees to contact local line managers to inform them that members have a right to attend these meetings

8. Elections to Executive Bodies

- 8.1 Where an official has been elected at national level to the executive body of UNISON or to office at regional level, consideration shall be given, by the Director of Human Resources, to granting additional time off, as soon as possible following the election to that office. All the relevant circumstances and operational requirements shall be taken into account. Union representatives who have been granted such additional time off, will, wherever practicable, give the Director of Human Resources at least one calendar month's notice of their proposed attendance.

8. Facilities

The level and type of facilities required by Trade Union officials might vary according to the representative's role within the Union. It is recognised that, in the interests of good communication however, where resources permit, recognised trade union officials shall have access to:

- i) A shared union office on each of the two campuses.
- ii) Provision of and access to union notice boards at each of the University's two campuses.
- iii) Use of rooms for meetings
- iv) Appropriate telephone facilities
- v) A photocopying budget allocation, held by Human Resources to be reviewed annually at the beginning of each academic year, and access to photocopying/printing facilities.
- vi) A regular list of all starters and leavers (including hourly paid Lecturers when the new computerised system will facilitate this) and their job titles.
- vii) The opportunity to attend the University's formal staff induction programmes, for the purpose of displaying promotional literature, so as to encourage new staff to take up trade union membership.
- viii) The reasonable use of computing and e-mail facilities for communicating with union members in accordance with University policy, provided that usage accords with the spirit and terms of the recognition agreement and any associated protocols (paragraph 3.4 refers).
- ix) Facilities for the deduction of membership subscriptions direct from pay.

21 May 2007

Signed:

Name (printed):

Date:
on behalf of UNISON

Signed:

Name (printed):

Date:
on behalf of UNISON

Signed:

Name (printed):

Date:
on behalf of UNISON

Signed:

Name (printed):

Date:
on behalf of LONDON METROPOLITAN UNIVERSITY