



**Agreement for Facility Time
and Facilities for Trade Union Duties and Activities
2020-2023**

Agreement reviewed and updated to reflect Officer titles and Facility Time Publication reporting requirements (point 1, page 2). To VCG November 2020 and Joint Consultative Group 15 December 2020.

1. Preamble

The University is committed to working in partnership with Trade Union colleagues in order to achieve fair, equal and beneficial development of the University. In support of this aim, and in accordance with employment legislation, the University provides time off for trade union representatives. The University acknowledges the benefits to be gained from trade union membership and recognises UCU and Unison for these purposes.

The revised ACAS Code of Practice on Time Off for Trade Union Duties and Activities, issued under Section 199 of the Trade Union and Labour Relations (Consolidation) Act 1992, came into force on 1 January 2010. The general purpose of the statutory provisions of this Code of Practice is to aid and improve the effectiveness of relationships between employers and trade unions. Employers and unions have a joint responsibility to ensure that agreed arrangements work to mutual advantage by specifying how reasonable time off for union duties and activities and for training will work, and this agreement is intended to provide such specification.

The Vice-Chancellor's Group is committed to ensuring that the University acts always in accordance with the ACAS Code.

Information on Facility time which the University is required to publish under the Trade Union (Facility Time Publication Requirements) Regulations 2017, will be communicated on an annual basis via the Trade Union Facility Time publication service. The University is required to report:

- The total number of trade union representatives the University employs.
- Total full-time equivalent number of representatives.
- Total amount of time representatives spent on facility time.
- Percentage of working hours each representative spent on facility time (selecting from an option of 0 per cent, 1 to 50 per cent, 51 to 99 per cent, or 100 per cent when this is reported via the Government portal).
- Total amount of time representatives spent on paid facility time – paid union duties and activities.
- Total amount of time representatives spent on unpaid union activities.
- Total pay bill – for all employees, not just union representatives.
- Total cost of facility time.

The Chief Human Resources Officer or a designated member of the Human Resources Team will contact union representatives to provide details to support this return via the Government's Facility Time portal.

The University recognises its obligation under the law to allow trade union representatives reasonable facility time with pay during normal working hours to participate in trade union activities. The University seeks to encourage members of staff to involve themselves fully in the activities of their trade unions as a means of promoting democratic, effective and harmonious relationships between the University and all of its staff.

2. Definitions

A 'union representative' means 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 workplace, where the union is recognised for collective bargaining purposes. The University of Chichester recognises UCU (the academic union) and UNISON (the professional support staff union). A 'full-time officer' means an employee of a trade union.

3. Statutory provisions

Union representatives are entitled to time off where the duties are concerned with the following:

- Negotiations with the University about matters which fall within The Trade Union Act 2016 and section 178(2) of the Trade Union and Labour Relations (Consolidation) Act 1992 (TULR(C)A) for which the union is recognised for the purposes of collective bargaining by the University. Examples of subjects connected with collective bargaining are provided in appendix 1.
- 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 apply 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.
- Matters relating to or connected with the making of an agreement under regulation 9 of the Transfer of Undertakings (Protection or Employment) Regulations 2006.

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

Union representatives are entitled to take a reasonable amount of paid time off to accompany an employee at a disciplinary or grievance hearing so long as they have been certified by their union as being capable of acting as an employee's companion.

Union representatives are to be permitted reasonable time off during working hours to undergo training in aspects of industrial relations relevant to the carrying out of their trade union duties. The training must be approved by the Trades Union Congress or the independent trade union of which the employee is a union representative.

There is no statutory requirement to pay for time off where the duty is carried out at a time when the union representative would not otherwise have been at work, unless the union representative works flexible hours, such as night shift, but needs to perform representative duties during normal hours. Staff who work part-time will be entitled to be paid if staff who work full-time would be entitled to be paid.

4. Facilities for union representatives

The University will support union representatives to take time off for trade union duties and will pay them for the time off taken at the rate they would have earned had they worked during the time off taken.

The University will allow union representatives paid time off to facilitate: their work in collective bargaining; their accompanying of staff members to meetings related to disciplinary or grievance procedures; and their training related to their union duties.

The University will make available to union representatives the facilities necessary for them to perform their duties efficiently and to communicate effectively with their members, fellow union representatives and full-time officers. This will include:

- accommodation for union meetings;
- office space where an employee involved in a grievance or disciplinary matter can meet their representative or to discuss other confidential matters;
- lockable storage facilities;
- access to telephone and other communication media used or permitted in the workplace such as email, intranet and internet, photocopying and printing, and the use of notice boards; and
- opportunity to address new staff at each University new staff induction event.

The intention is that the facilities will be provided free of charge. In exceptional circumstances, if the cost becomes excessive, a charge for part or all of the services may be negotiated. Prior notice of the introduction of charges would be given to local officers of the trade unions.

5. Agreeing time off for union duties.

At its last meeting of each academic year, the University's Joint Consultative Group shall consider the workload experienced by union representatives in the current academic year and agree an amount of time off (a 'budget') to be granted for the next academic year. For example, the budget might be 1.5fte. The budget will be shared equally by UCU and Unison. The union representatives will write to the Chief Human Resources Officer within four weeks providing the names of those union representatives to whom the unions wish time off to be granted, within the budget agreed.

The Chief Human Resources Officer will notify the managers of these staff of the University's agreement to provide facility time and managers will ensure that appropriate time is made available for them, assisting with local arrangements in departments as necessary. A copy of this Agreement for Facility Time will be provided to the appropriate Head or Director of Department/Institute for reference.

For time off arrangements to work satisfactorily the University should:

- ensure that departments are supported to enable union representatives to take time off (within the budget agreed) at the particular times necessary, and with minimum disruption to the work of the University and other employees. Line managers must appreciate that union activities are a legitimate part of the workload of the union representatives and must plan accordingly.

For time off arrangements to work satisfactorily trade unions should:

- ensure that union representatives are aware of their role, responsibilities and functions;
- inform the Vice-Chancellor's Group, in writing, as soon as possible of appointments or resignations of union representatives;
- ensure that no individual union representative is granted more than 0.4fte of time for union duties; and
- ensure that union representatives give reasonable notice to their managers of facility time to be taken.

5. Time off for union members

Any and all employees who are members of a recognised trade union are permitted reasonable paid time off during working hours to take part in trade union activity. The University will allow members of recognised trade unions to attend local trade union branch meetings during working hours without loss of pay, and will provide accommodation for such meetings free of charge, on the understanding that meetings are scheduled at times that do not unreasonably disrupt the normal activities of the University. There is no right to time off for trade union activities which themselves consist of industrial action.

6. This Agreement

This Agreement replaces the University's existing Agreement for Facility Time and Facilities for Trade Union Officers' Duties and Activities (2017-2020). Any dispute about this agreement or its implementation shall be discussed at a meeting of the Joint Consultative Group, or a sub-group of the Joint Consultative Group if agreed by both the unions and the University.

This Agreement for Facility Time and Facilities for Trade Union Duties and Activities 2020-2023 is agreed by:

For and on behalf of UCU:

Name: DR. BARBARA THOMPSON (Please print in capitals)

Signed: Barbara Thompson Dated: 10/6/21

For and on behalf of UNISON:

Name: CHRIS ANDERSON

(Please print in capitals)

Signed:



Dated: 11/6/21

For and on behalf of the University of Chichester:

Name: PROFESSOR JANE LONGMORE

(Please print in capitals)

Signed:



Dated: 4.6.21.

Facility Time Agreement review date: November 2023 (unless agreed otherwise by the Joint Consultative Group)

The subjects connected with collective bargaining include the following:

- a) Terms and conditions of employment, or the physical conditions in which staff are required to work. Examples include: pay, hours of work, holidays and holiday pay, sickness pay arrangements, pensions, learning and training, equality and diversity, the working environment, operation of digital equipment and other machinery.
- b) Recruitment and selection, notice periods, suspension, redundancy and dismissal arrangements.
- c) Allocation of work or the duties of employment e.g. flexible working practices or work-life balance, grievance or disciplinary matters, or arrangements for representing or accompanying employees at internal interviews.
- d) Trade union membership or non-membership. Examples include: representational arrangements or union involvement in the induction of new staff.
- e) Facilities for trade union representatives and any agreed arrangements for the provision of accommodation, equipment, or names of new staff to the union.
- f) Machinery for negotiation or consultation and other procedures. Examples could include arrangements for collective bargaining at the employer level, grievance procedures, joint consultation and/or communicating with members.
- g) Receipt of information and consultation related to the handling of collective redundancies where it is proposed to dismiss as redundant 20 or more employees at one establishment within a period of 90 days.