

PRIFYSGOL
BANGOR
UNIVERSITY

**Time Off and Facilities Agreement
between Bangor University and UCU**

Rev	Date	Purpose of Issue/Description of Change		Review Date
		Update		
Policy Officer		Senior Responsible Officer	Approved By	Date
Director of HR				

1. Definition of terms

In this Agreement:

'The Union' refers to UCU. 'Staff' refers to all employees of Bangor University.

AGM = Annual General Meeting

FTE = Full Time Equivalent

HR = Human Resources

HERA = Higher Education Role Analysis

TULCRA 1992 = Trade Union and Labour Relations (Consolidation) Act 1992

WAM = Work Allocation Model.

2. Commencement date

This Agreement commences...1st June 2020.....

3. Introduction

This agreement between Bangor University and UCU sets out what the University must provide in time off and facilities for elected representatives, and specifies how facilities funds, which are allocated for the purpose of workload remission, are managed. It is intended to help to avoid misunderstanding, to ensure fair and consistent treatment, and provide for compliance with legal requirements and University financial procedures, and to facilitate better planning for union officers. This agreement should be read in conjunction with the Recognition agreement.

3.1 The Trade Union and Labour Relations (Consolidation) Act 1992 sections 168 and 170 make provision for employees to be given the right for paid time off under various circumstances. The University will therefore provide reasonable / necessary time off during working hours for elected or appointed representatives of the recognised trade unions, , to consult or represent their members (and, where appropriate negotiate on their behalf) and to undertake appropriate training in order to provide effective representation.

4. Representation

4.1 The provisions of this agreement shall apply to representatives of the Union, who have been duly elected or appointed in accordance with the rules of their Union.

4.2 The Union will determine the appropriate number of representatives it wishes to appoint, having regard for the size and location of its membership and the duties it deems necessary to the interests and effective representation of members interest, and the interests, organisation and operation of the union (within the FTE agreed with the University). The Union agrees to inform Bangor University in writing of the

names of all elected or appointed representatives at the earliest possible opportunity and to notify Bangor University of any subsequent changes.

5. The Function of Representatives and Officials and recognition

5.1 Bangor University and the Union recognise that the industrial relations functions of representatives and lay officials are important duties in addition to their duties as employees of Bangor University. Their functions and responsibilities are as follows:

- To undertake industrial relations duties operating within the policies of their Union. Issues may include members' grievances, discipline, learning, health and safety, equal opportunities, service conditions, and any matter listed in [Section 7.2] of this Agreement;
- To seek full trade union membership amongst all eligible employees of Bangor University;
- To communicate with members and to communicate with Management, the Joint Negotiating Bodies and with the relevant Union bodies;
- To represent the Union in the joint negotiating and joint consultative machinery at local, regional, and national and level;
- To meet with other representatives, officials or full-time union officers on matters covered by this Agreement;
- To attend meetings of the Union of which the person is a representative or of which she/he is a lay official;
- 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.

6. Recognition of Union Role in Promotion/regarding Criteria

6.1. The University encourages members of staff to participate in trade union duties by recognising the workload associated with their roles and without any detriment to their career prospects. When applying for promotion all Academic staff are encouraged to state their current and recent main union role(s) and activities in addressing wider contribution criteria. This would enable the promotion panel to be aware of all relevant information when gauging the level of performance of the staff concerned, including the skills and experience gained whilst acting on behalf of their union membership. It is clear that promotion will not be awarded on the premise of being a trade union officer, but the promotion criteria will recognise the role as it would for other University duties.

6.2. Academic related and/or Managerial and Professional staff applying for regrading are encouraged to include their current and recent main union

roles and activities when filling in the desktop analysis form. Union roles and activities will be evaluated in the same way as other work activities, using the HERA Notes for Guidance and other HERA documentation.

7. Time Off for General Trade Union Representation

- 7.1 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, activities and time required to carry them out. It is agreed that requests for time off will not be unreasonably refused.
- 7.2 Both the University and the Union recognise that the relevant legislation and the relevant ACAS Code of Practice differentiate between trade union 'duties' and 'activities', with no legal requirement for trade union activities to be paid. For the purpose of this agreement however the University does not differentiate between duties and activities, and paid time off is granted for both.
- 7.3 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, as defined in TULCRA 1992, including:
- Terms and conditions of employment including physical working conditions, equality, inclusion, pensions, and Health and Safety;
 - Engagement, termination or suspension of employment and the duties of employment, allocation of work or the duties of employment, as between employees or groups of employees;
 - Helping with disciplinary or grievance procedures on behalf of Union members, which includes accompanying and/or representing workers at disciplinary or grievance hearings;
 - Providing casework help to individual members;
 - Activities associated with Union membership;
 - Training (for further detail see Section 8);
 - Reasonable time for the preparation of the above;
 - Any other matter that is from time to time agreed between the university and the Union.
- 7.4 Bangor University and the Union also recognise that it is in the interests of effective and democratic operation of unions that representatives or officials participate in other activities of the trade union. Reasonable paid time off during working hours will be granted for these purposes which may include:

- Participation, as a representative, in meetings of official policy making and consultative bodies of the Union such as annual conferences or regional meetings;
- Representing the Union on external bodies such as committees or working parties within the official Union structure;
- Holding office on official bodies of the Union;
- Conducting Union elections;
- Recruiting Union members at staff induction;
- The Union will notify Bangor 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.

Paid time off will not be granted for industrial action

7.5 It is recognised that it is not possible to be prescriptive about all duties, activities and the time required to carry them out. It is agreed that requests for time off for the day to day representation of members will not be unreasonably refused. It is the responsibility of the union member to inform their line manager.

8. Training

8.1 Reasonable time off with pay will be granted to attend training courses approved by the TUC or the Union. Bangor University supports the need for newly appointed trade union representatives to be granted reasonable time off for initial training in basic representational skills as soon as possible after her or his appointment.

Following this further reasonable time should be considered:

- For further training, particularly where the official has special responsibilities;
- For further training, stemming from new UCU negotiating guidelines or revised UCU Policies;
- Where legislative changes may affect the conduct of employee relations.

8.2 The Union must give adequate advance notice of course dates in writing to relevant line-managers and co-operate in making arrangements to cover jobs during the absence of representatives on courses. Details of the course should be provided, upon request.

8.3 Part-time employees who are required to attend recognised training courses as detailed above will be paid, or receive time off, for the whole of their attendance time, even if it exceeds their normal working hours (up to full-time)

9. Time Off for Health and Safety Representatives

The Union is responsible for the appointment of Health and Safety Representatives. Bangor University has the 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 training to carry out their duties and responsibilities;
- Attending health and safety meetings at local, regional, national and international levels where appropriate (SRSC Regulations 4.2).

10. Time off for Union Learning Representatives

10.1 Union Learning Representatives are entitled to take reasonable time off for the following purposes:

- Identifying and analysing learning or training needs;
- Providing information and advice about learning or training matters;
- Arranging learning or training;
- Promoting the value of learning and training;
- Consulting Bangor University's Management in relation to such activities;
- Preparation in relation to such activities;
- Undergoing training to carry out their duties and responsibilities.

10.2 To enable union learning representatives to take time off to undertake their duties the Union must give the University notice that the employee is a union learning representative and s/he has met the training condition. The training condition is met if:

- The union learning representative is sufficiently trained and the Union gives the University notice that s/he is sufficiently trained;
- The Union has in the last six months given the University notice in writing the union learning representative will be undergoing such training; or
- Within six months of the Union giving the University notice in writing that the union learning representative will be undergoing training, the union learning representative has done so and the Union gives the University notice of that fact.

11. Time off for Equality and Diversity Representatives

The University will grant the nominated Equality and Diversity representative reasonable time off with pay for the purposes of:

- Performing their functions under Equality and Diversity Legislation and attending Equality and Diversity Meetings as required.

12. The Right of Members to Time off for Trade Union Activities

12.1 To ensure that workplace meetings are fully represented, paid time off for Union members will be permitted for:

- Attending workplace meetings to discuss and vote on the outcome of negotiations;
- Meeting all full-time UCU officials and TU representatives to discuss issues relevant to the workplace.

12.2 Reasonable time off for appropriate training, e.g. UCU Wales “Taster” sessions and one-day “Introduction to Casework” training

13. Important Considerations in Granting Time Off

13.1 In the case of employees who work shifts or unsocial hours, Bangor University will allow reasonable time for trade union duties and normally will make arrangements when the duties fall outside their on-duty hours.

13.2 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, either by adjusting dates of meetings and/or amending rotas where possible by agreement with the individual concerned.

13.3 In the case of a representative with a disability, Bangor University will allow additional time and facilities, if necessary, and make reasonable adjustments to allow them to carry out their responsibilities.

13.4 It is recognised that special consideration may need to be given to the provision of time-off for part-time and/or hourly paid staff, taking their working patterns into account, particularly if they have other employment outside of Bangor University (See Section 14.10 for mechanisms for the allocation of backfill to different contract types).

14. Mechanisms for Granting Time Off for Trade Union Duties and Activities

14.1 The University recognises that union representatives who are granted time off to fulfil their union duties are not then available to undertake work in accordance with their contract as employees of the University. The School/Department should ensure, where necessary, that work cover and /or workload reductions are provided when time off is required. This can include the allocation of duties to other members of staff, with their agreement, and rearranging work to a different time or a reduction in workload.

- 14.2 To facilitate the taking of allocated time off, the University will operate a system to backfill accredited Union representatives up to 2FTE
- 14.3 The Union agrees to inform Bangor University in writing of the names of all elected representatives at the earliest possible opportunity and to notify Bangor University of any subsequent changes.
- 14.4 As soon as possible after its AGM the Union will determine, according to its rules, the time-off, expressed in FTE, that each key union officer will spend undertaking union duties. Then the President / Branch Chair will inform the director of HR.
- 14.5 Funds will be based upon the allocations agreed for each staff member and should be used to, where possible, reduce the workload of the reps to allow them to carry out their trade union roles e.g. providing part time or hourly paid staff to cover work, overtime arrangements, or additional resources. Any agreed 'buy out' of a trade union representative's time will be regarded as an agreed overspend for the College / School / Department concerned in terms of the budgeting process. The responsibility for any cover that results in a workload reduction for a union representative falls on the employer.
- 14.6 The Director of HR (or nominee) will confirm the position to the relevant heads of school / service, will provide them with a copy of this agreement, and will take the opportunity to explain in broad terms the University's commitment to providing reasonable time off for trade union duties and the legal framework. The University will encourage heads who have a lay trade union officer working in their area to agree a *modus operandi* with them at an early point.
- 14.7 Backfill funding levels do not define an upper or lower limit to the amount of time an individual trade union representative can/will spend away from their day job. Each representative is entitled, in law, to a "reasonable amount" of paid time off to undertake trade union duties. What is "reasonable" will vary on a case by case basis, and potentially at different times in the year. Determining what is reasonable is a matter for discussion between the trade union representative and their line manager. HR colleagues can help with these discussions.
- 14.8 Upon election, and prior to the commencement of each academic year, Union representatives must discuss with their line manager(s) an agreement covering arrangements for their FTE time off allocation throughout the year. If the representative wishes they may be accompanied by another Union representative in this meeting. If the line manager wishes, they may be

accompanied by an HR representative. Such detail, as available at the time, will include what each representative knows to be their union commitments for the year. This will, for obvious reasons, not include ad hoc work or work on individual cases that arise throughout the year. The points to be discussed and agreed by the arrangement include:

- The needs of the School / Department for the Union representative's involvement and, in particular, any programmed activities i.e. teaching time, student contact, research commitments, meetings or key work deadlines;
- The industrial relations and trade union activities in which the representative is likely to be involved, and the timing of the activities;

14.9 An agreement will be jointly prepared and signed by the representative, their line manager and an HR representative.

14.10 Recommended contract adjustments and payment mechanisms, for allocation of FTE allocated via backfill, for different categories of staff, are summarised in the table shown in Appendix A.

14.11 When time off is required for specific activities not anticipated in the annual agreement above it is the responsibility of the Union representative to ensure that their request is made in good time and that line managers are given sufficient time to consider it. Any reasonable requests should not normally be refused. When requesting time off the Union representative should indicate:

- The reason for the request (whilst preserving confidentiality of individual employees where relevant)
- The location of the activity
- The time and duration of the meeting or activity

14.12 If individual representatives are involved in specific areas of work, e.g. significant restructures, or large-scale redundancies, which necessitates their requesting significant additional time off for union duties, they may, following discussion with HR, receive a temporary uplift in FTE allowance in order to make approval of this amount of time possible.

14.13 In order to support further requests for time off, the Union representative may maintain a record of all time off taken (both paid and unpaid). This record should be submitted monthly by the Union representative to the Director of Human Resources Operations who will confirm details held by the relevant Head of School/Director.

15. Trade Union Facilities

15.1 The University agrees in accordance with the ACAS code of practice, as far as is reasonably practicable, to make available the following facilities to officials to enable them to discharge their duties, subject to the normal University procedures and regulations:

- Use of accessible accommodation for meetings and interviews at individual and branch/Local Association levels;
- Use of accessible accommodation for meetings with full-time union officials;
- Use of internal post and internal and reasonable external telephone services;
- Use of the University Email system, space on the University Website for Trade Union Web Pages, the maintenance of which rests with the Union;
- Use of staff notice boards in School/Department buildings;
- Use of accessible office accommodation, which may be shared between the recognised staff unions, including access to computing, printing and photocopying facilities;
- Use of a lockable cabinet for storage of confidential data;

15.2 In terms of assisting recruitment, the Human Resources Department will provide: staff listings, for those staff who agree to be contacted by unions, on a termly/annual basis upon request; invitation to the staff induction process; information in accordance with the guidance in the ACAS Code of Practice on Disclosure e.g. pay and benefits, conditions of service; employment, financial, where such information could cause substantive injury to the business interests of the University, it will be withheld.

15.3 With regard to the use of email, intranet and internet facilities provided by the employer, Union representatives will comply with the University's agreed procedures.

16. Working bilingually

16.1 Bangor University has adopted a Welsh language policy¹ based on the principles that:

- The Welsh language should be treated no less favourably than English in Wales
- Persons in Wales should be able to live their lives through the medium of the Welsh language if they choose to do so.

BANGOR UNIVERSITY WELSH LANGUAGE POLICY AND ACTION PLAN, available at https://www.bangor.ac.uk/canolfanbedwyr/pdf/Welsh_Language_Policy_March_2018_gwefan.pdf

- 16.2 As part of this policy, Bangor University has made a commitment that states “*Our policies, plans and projects will fully consider how to give Welsh a central and natural place without undermining the status or use of the Welsh language*”².
- 16.3 Bangor University recognises that in order to give Welsh a central and natural place within the institution, it has a duty to provide Union representatives with facilities to assist them to discharge their duties bilingually.
- 16.4 These points are in line with the Bangor UCU (BUCU) policy whereby:
- All communications to the BUCU membership (on paper or other materials or electronically) by BUCU will be available in both Welsh and English
 - The text or communication will be equal in Welsh and English in terms of format, size, clarity and prominence
 - Welsh and English texts will be published and sent simultaneously
 - Simultaneous translation will be provided at all BUCU members’ meetings

17. No Detriment

- 17.1 Individuals will not be discriminated against in any way during the course of their employment for membership of a trade union or activities as a union representative.
- 17.2 Union representatives will not suffer any detriment to pay, allowances and bonuses as a result of trade union activities.

18. Mutual Obligation

- 18.1 Union representatives should minimise business disruption by being prepared to be as flexible as possible in seeking time off in circumstances where the immediate or unexpected needs of the business make it difficult for colleagues or managers to provide cover for them in their absence. Equally employers should recognise the mutual obligation to allow Union representatives to undertake their duties.

18.2 When deciding whether requests for paid time off should be granted, consideration would need to be given as to their reasonableness, for

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ibid. p.2

example to ensure adequate cover for any planned work. Similarly, managers and the Union should seek to agree a mutually convenient time which minimises the effect on the area concerned.

18.3 Employers need to consider each application for time off on its merits; they should also consider the reasonableness of the request in relation to agreed time off already taken or in prospect.

19. Disputes

19.1 Bangor University and the Union agree to make every effort to resolve disputes in relation to time off for trade union duties and activities.

19.2 Where approval to take time off is not given, a written explanation for the reason(s) will be given by the line manager.

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

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

19.5 Bangor 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 relating to time off for trade union duties.

20. Amendment or Termination of Agreement

20.1 Either side may submit proposals in order to amend this agreement. Such proposals will be in writing to the sides concerned, and will be the subject of joint negotiations.

20.2 Both parties agree to review this agreement in twelve months in the first instance, and every 3 years thereafter.

20.3 This may be terminated at any time, either in full or in part, by either party by giving 6 months' notice in writing to the other party.

All parties agree to abide by this facilities agreement


Bangor University

Signed: T. Hibbert

Date: 01/06/2020

Name: Tracy Hibbert

UCU

Signed: 

Date: 02/06/2020

Name: Dyfrig Jones

Appendix A

Allocation for FTE Backfill, according to contract category. Where a situation arises that is not covered by the options outlined, the precise arrangement will be discussed on a case by case basis.

	Full time permanent	Part time permanent	Full time fixed term	Part time fixed term	Hourly paid
A. Buy out. Member proposes WAM adjustment to Head of School or Unit. When member and HoS reach agreement the UCU FTE is sent to the school to enable buy out.	X	X			
B. FTE Increase. If an agreement to re-arrange WAM or a suitable buy out option is not available, and if both parties agree to this instead, the UCU FTE may be added to the part time contract (i.e. FTE increased) for the duration of the UCU post (not to exceed a full time FTE).		X		X	
C. Contract Extension. If the current fixed term contract does not require 100% work to meet a critical deadline the current contract may be extended to add on the UCU FTE. This is on the understanding that the currently contracted work may be spread out accordingly to the end of the contract extension, to accommodate the work pattern of the UCU FTE through the duration of the contract.			X	X	
D. Hourly Pay. If none of the above options are possible payments for hourly work may be agreed.					X