



## **UNIVERSITY OF EDINBURGH FACILITY TIME OFF FOR TRADE UNION DUTIES AND ACTIVITIES (Effective 1 October 2022)**

### **A. Introduction**

The University recognises that a truly representative union and joint and effective working between unions are vital components of its commitment to partnership working and effective employee relations.

This Agreement sets out the time-off provisions provided by the University to enable branch officials and representatives of UCU, UNISON and Unite to properly and effectively fulfil their union duties and undertake training and to enable union members to take part in union activities.

This Agreement, effective 1 August 2022, replaces the references to facility time/time off for union duties in the procedural agreements between the University and UCU, UNISON and Unite as expressed respectively in the agreements with the Edinburgh Association of University Teachers dated March 1974; the National and Local Government Officers Association, (NALGO) in 1988 and the National Union of Public Employees in 1988 and the Manufacturing, Scientific and Finance Union in 1989. It will be formally reviewed every three years, with the next review due in the spring of 2025.

### **B. General operating principles and procedures**

Trade union representatives are entitled by law to carry out their duties and to take part in approved trade union activities without loss of earnings or suffering any detriment. New and existing representatives are also entitled to reasonable time off to be trained to fulfil these duties.

The University will enable representatives to take time off from their substantive posts to perform their role by providing 'facility time'.

Facility time will only be accorded to employees of the University.

Each union will be provided with a total amount of facility time, expressed in full-time equivalent hours (FTE), to allocate to individual representatives.

The allocated hours will be given a financial value – based on the representative's annual salary, or hourly rate if employed on a guaranteed minimum hours (GH) contract - and the resultant sum (inclusive of employer's on costs) will be transferred to the representative's School/Department to cover the time invested in representative activity.

With the advance agreement of the University's HR Lead for Employee Relations (ER), additional hours, reflective of the allocated facility time, may be paid to staff on part-time or GH contracts in addition to their substantive post, to a combined maximum of 35 hours per week.

While facility time is FTE based, the associated budget, operated and redistributed by HR, is capped and needs to be reviewed on an annual basis. Each year, each union will provide the University's HR Lead for ER with the names of its elected representatives, the date they will be accredited (i.e. will have completed their training) and the amount of facility time they will be allocated. This will enable the total budget for the next academic year to be agreed.

The trade unions will not reallocate hours between representatives without first seeking the advance agreement of the University's HR Lead for ER.

Schools/Departments will be at liberty to backfill on a like for like, week by week basis, or to aggregate and use the facility time to fund one-off activities related to the representative’s substantive work. An audit by HR will be undertaken annually to ensure Schools/Departments are releasing staff in line with the facility time they have been granted and are appropriately spending the re-allocated budget to alleviate the representative’s substantive workload.

**C. Facility time calculation**

The University recognises that each union has activities in common and which do not vary according to its membership size. Consequently each union will be afforded a maximum of 1 FTE ‘standing allowance’ to cover the following activities:

- preparing for, attending and reporting back on the meetings described in Appendix 1
- preparing for, attending and reporting back on health, safety and wellbeing matters addressed via the University’s health and safety network and Safety, Health and Wellbeing Committee
- branch leadership and organisation (including participation in the Joint Union Liaison Committee) (JULC))
- short-life working group participation
- Collective (redundancy and TUPE) consultations.

In addition, each union will be afforded facility time reflective of its membership numbers to undertake the following:

- membership communication(s)/consultations
- individual membership advice and support
- formal employee representation (absence, performance, disciplinary, grievance, redundancy).

Based on current membership numbers (to be re-assessed every three years) each union is afforded the following facility time.

Union	Standing allowance	Membership (May 2022)	Membership allowance	Total, maximum FTE
UCU	1.0	2,166	3.5	4.5
UNISON	1.0	474	1.0	2.0
Unite	1.0	200	0.5	1.5
<b>University Total</b>	<b>3.0</b>	<b>2,840</b>	<b>5.0</b>	<b>8.0</b>

An additional 0.1 FTE will be made available to the senior union representative who undertakes the role of Convener of the Joint Union Liaison Committee, if so required.

The total FTE afforded each union is a maximum, i.e. it could be less depending on the number of elected representatives and cannot be transferred between unions.

**D. Monitoring and reporting**

Each trade union will provide the University’s HR Lead for Employee Relations with a quarterly report of the use of facility time, reflecting the activities in Section C above. While a pro-forma will be provided by the University, each union will be responsible for putting in place the necessary mechanism to collect and provide this information. The information provided will be collated to enable the University to fulfil its public sector duty to annually report and publish information on facility team.

**E. Time off for training**

New representatives will be afforded reasonable time off for training from their substantive post before being allocated facility time by their union, and therefore undertaking any union duties allocated to them.

Existing representatives will be afforded time off for new and refresher training from within their allocated facility time. With the advance agreement of the University's HR Lead for ER, representatives who work part-time or on a GH contract will be paid for the additional hours spent undertaking their training, to a combined maximum of 35 hours per week.

**F: Agreement**

Signed on behalf of the University of Edinburgh by:  
James Saville, Director of HR



Signature:

Signed on behalf of Unite by:  
Mark Patrizio, Branch Chair and JULC Convenor



Signature:

Signed on behalf of the Unison by:  
June Maguire, Branch Secretary

Signature:



Signed on behalf of University and College Union (UCU) by:  
Claire Graf, Branch Secretary

Signature:



**Framework for Trade Union Engagement, Consultation and Negotiation  
(Effective 1 October 2022)**

The below table provides a collated, high level summary of the purpose and general terms of reference for the forum, both informal and formal, through which the University and its recognised trade unions, UCU, UNISON and Unite, engage, consult and negotiate. The terms of reference for each forum can be found [here](#).

**Abbreviations:**

UoE:	University of Edinburgh	PSG:	Professional Services Group	SLT:	Senior Leadership Team
JU:	Joint unions (UCU, UNISON & Unite)	JULC:	Joint unions' liaison committee		
ER:	Employee Relations	EREP:	ER & Employment Policy	HR:	Human Resources
JCNC:	Joint Consultative and Negotiation Committee	CJCNC:	Combined Joint Consultative and Negotiation Committee		

Forum	HR/JU Engagement Forum	UoE/JU Policy Forum	UoE/JU Partnership Forum	JCNC (UCU, UNISON or Unite)	CJCNC
<b>Frequency</b>	Fortnightly	Monthly	Five times a year, following the schedule of Court meetings	Quarterly	Quarterly
<b>Convener</b>	HR's ER lead	HR's ER lead	Director of HR	Co-convened: HR's ER lead or union 'lead'	Co-convened: University Executive member TBC or JULC Convener
<b>Purpose/Focus</b>	Informal 'heads-up' on a) recurring issues, impacting cohort(s) of staff, being raised by staff through their union b) matters, impacting cohort(s) of staff, being addressed by UoE	Formal consultation on proposed changes to: a) UoE employment policies b) UoE determined conditions of service <sup>1</sup> c) UoE policies directly impacting staff working practices/conditions	Updates from/two-way meaningful dialogue with members of UoE's SLT on strategic matters, including regular, post Court, updates on the UoE's financial performance At least one meeting per year will enable	Formal consultation and negotiation on matters solely impacting members of one union	As appropriate: formal consultation and negotiation on substantive changes to UoE policies and/or conditions of service Resolution of any 'failure to agree' at UoE/JU Policy Forum

<sup>1</sup> i.e. excludes nationally bargained pay framework

Forum	HR/JU Engagement Forum	UoE/JU Policy Forum	UoE/JU Partnership Forum	JCNC (UCU, UNISON or Unite)	CJCNC
	c) impending staff communications Stand-by time for use by senior managers for urgent briefings/ feedback loop		dialogue with the Principal.		or via any other UoE consultative forum
<b>Objective</b>	Information sharing/ mutual awareness raising of material 'here and now' issues – with view to ensuring timely resolution of issues at appropriate level and avoid escalation through more formal routes	Consultation – with view to reaching agreement prior to implementation of UoE policy changes Agreement - on whether further consultation required via CJCNC	Strategic level information sharing; mutual awareness raising; forewarning of pan UoE matters for consultation/ negotiation	Consultation – with view to reaching agreement Where so required by individual UoE & Union Recognition Agreement, negotiation & agreement	Consultation – with view to reaching agreement Where so required by CJCNC Terms of Reference, negotiation & agreement Resolution of UoE determined matters which require collective agreement
<b>Membership</b>	HR's ER lead; Senior HR Partner, EREP; union 'leaders'	HR's ER lead; Senior HR Partner, EREP; 2 x members of each union with 'authority' to agree policy matters Invited policy 'owners' from other functional areas	Director of HR; Director of Strategic Change; HR's ER lead; invited SLT members, including the Principal; 2 x senior branch office bearers per union + JULC Convener.	HR's ER lead; Senior HR Partner, EREP; Up to 3 College or PSG Heads of HR as appropriate; union Lead + 2 other branch reps; union full-time official Co-conveners will agree if other branch reps will attend for specific agenda items; ditto UoE senior managers	As detailed in CJCNC Terms of Reference

Forum	HR/JU Engagement Forum	UoE/JU Policy Forum	UoE/JU Partnership Forum	JCNC (UCU, UNISON or Unite)	CJCNC
				Director of HR will attend one meeting per year and may, depending on the subject matter, lead the consultation/negotiations	
<b>Agenda format</b>	Joint/predominantly informal/ matters for discussion raised round table 'in situ'; if required, short supporting information shared by email in advance of /at meeting	HR led; formal & issued with supporting papers one week in advance of meeting	Co-created; formal & issued one week in advance of meeting	Co-created; formal & issued with supporting papers one week in advance of meeting	Co-created; formal & issued with supporting papers two calendar weeks in advance of meeting
<b>Minute format</b>	Notes taken by those present; predominantly 'quick fire' action updates by email/ follow-up calls – recorded in simple action log; if required, 'minute' produced of more substantive matter	Note taker from EREP team present; formal 'minute' and action log	Note taker from HRD's office; high level note of key discussion points circulated within two weeks of the meeting	Note taker from EREP team present; formal 'minute' and action log circulated within one month of meeting and formally approved at next meeting	Note taker from EREP team present; formal 'minute' and action log circulated within one month of the meeting and formally approved at next meeting
<b>Escalation – in event of failure to agree</b>	UoE/JU Policy Forum	CJCNC	n/a	As disputes procedure in union recognition agreement – chaired by Director of HR or by another member of University Executive if consultation/negotiations previously led by Director of HR.	As disputes procedure in CJCNC Terms of Reference