Agreement on Trade Union Facilities between the London School of Economics and Political Science and the Local Association of University Teachers

1. This Agreement is made between the London School of Economics and Political Science (hereinafter referred to as 'the School') and the Local Association of the Association of University Teachers (hereinafter referred to as 'the Local Association').

2. There shall be up to a maximum of eight officers of the Local Association recognised by the School. An officer shall be an employee of the School who has been duly appointed or elected by the Local Association to represent members of the Local Association who are employed at the School.

3. The names of the recognised officers, as of any other officers or delegates of the Local Association, shall be notified in writing to the Secretary of the School, indicating the Local Association appointment held and its duration.

4. Reasonable facilities, including time off in accordance with Sections 168 and 170 of the Trade Union and Labour Relations (Consolidation) Act 1992, shall be granted (i) for holding general meetings and (ii) for an officer to undertake the duties of his/her office for such purposes as:

   (a) attending joint meetings with appropriate officers of the School;

   (b) attending meetings of joint committees of the University of London or a committee or meeting convened as part of the London-based or national collective bargaining machinery;

   (c) in relation to joint meetings as defined in (a) or (b), to attend meetings of the trade union side before or after joint meetings in order to consider matters relating to that meeting;

   (d) interviews with and on behalf of members on individual grievance and disciplinary matters where the officer is assisting a member of the Local Association;

   (e) presence at individual grievance and disciplinary hearings where the officer is assisting a member of the Local Association.

5. The School provides leave of absence for JNCC representatives to attend JNCC meetings in accordance with the penultimate paragraph of Clause 4 of the Procedure Agreement.

6. The School accepts that there may be matters that require considerable discussion between the Local Association and School officers outside JNCC meetings. The School is therefore prepared to grant paid time off for officers of the Local Association in order that they may discharge their industrial relations duties. This shall be done by paying compensation to the department or unit of each officer concerned. Compensation shall be calculated at the hourly rate of the midpoint between the highest part-time teaching rate for

Lecturers and the lowest part-time teaching rate for Senior Lecturers. The rate shall be automatically adjusted annually to take account of the nationally negotiated increases to academic and academic-related salaries. The annual basis on which remission and compensation is to be made shall be 250 hours. The purpose of the compensation is to fund temporary staffing arrangements rather than provide, for example, equipment, unless all parties concerned agree that the funds should be spent on non-staffing costs.

7. The proposed nominated officers shall inform their convener or head of unit late in the Lent Term of the nature of remission and the arrangements for making use of the compensation payments. The Local Association shall advise the School, by 31 May each year, of the names of the nominated officers and of the proposed apportionment of the 250 hours. The sum of money shall be divided accordingly and given to the nominated officers' department(s). For this purpose, department means any organisational unit in the School in order to allow for the possibility that one or more of the nominated officers is a member of the academic-related staff.

8. It is expected that a member of the academic-related staff shall seek the prior agreement of his/her head of department in circumstances where his/her attendance at meetings or duties as an officer may conflict with the duties of his/her School appointment. Subject to operational requirements, such agreement shall not be unreasonably withheld.

9. The School accepts that the Local Association may wish to send not more than five delegates to the biannual conference of the Association of University Teachers and not more than two delegates to each of the special group annual meetings. Appropriate arrangements shall be made for paid leave of absence for attendance in the case of academic-related staff whose hours of work are prescribed.

10. Both sides recognise that officers of the Local Association should be able to undertake training in order to carry out their industrial relations duties. The School recognises the right of the Local Association officers to reasonable time off in order to attend training courses approved by the Association of University Teachers or the Trades Union Congress. Agreement to time off for training in any particular case shall depend on:

    (a) operational requirements;

    (b) the appropriateness of the training course;

    (c) the frequency of nominations of individuals for training.

    The amount of time off that an employee is to be permitted to take under this paragraph and the purposes for which, the occasions on which, and any conditions subject to which time off may be so taken are those that are reasonable in all the circumstances having regard to the relevant provisions of the Code of Practice issued by ACAS on Time Off for Trade Union Duties and Activities.

Requests for attendance shall be made to Personnel Services, giving details of the course and the name(s) of the representative(s). Reasonable notice of nomination shall be given.

11. The School is prepared to operate a check-off facility for the deduction of members' subscriptions to the Local Association.

12. The School is prepared to bear the reasonable cost of telephone calls on Local Association business, using the System Abbreviated List where available (i.e., #6 followed by the appropriate code).

13. The School shall provide machine-addressing and internal post facilities for communications that the Local Association may wish to make to its members, subject to the School's right to refuse if the burden of work proves unmanageable.

14. It is agreed that the Local Association shall meet the cost of secretarial services, photocopying, duplicating and the use of stationery except on a *de minimis* basis.

15. The School is prepared to allow the Local Association reasonable access to the School's Information Technology facilities for the purposes of administering and of communicating with members.

16. The School shall provide appropriately located notice boards, one in the School and one in the Library, for the use of the Local Association.

17. The School shall provide suitable rooms for the holding of meetings described in paragraph 4 above.

18. The arrangements set out in this Agreement may be varied by agreement between the School and the Local Association.

19. This Agreement shall continue in operation until terminated by either the School's or the Local Association's giving three months' notice in writing to the other.