



Title: **Facilities Agreement for Teacher Trade Union Representatives and Professional Associations**

Function: **Local Agreement**

Status: **Final Version for Agreement**

Purpose: **The purpose of this Agreement is to set out the arrangements for the granting of facilities with the Recognised Teacher Trade Union Representatives and Professional Associations.**

Audience: **Children and Family Services DMT, Headteachers/Principals, Governing Bodies, Teacher Association Representatives and Employees**

Consultees: **ASCL, ATL, NAHT, NASUWT, NUT, VOICE.**

Approved: **Date:** **Body:** **Empol/CAFS JCC**
Issued: **Date:** **Medium:** **Electronic copy only**
Review Date: **01.09.14**

Governing Body Use	Date Adopted:		Committee:	
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THIS AGREEMENT IS BETWEEN:

(1) North East Lincolnshire Council (NELC) (as the employer of staff in Community and Voluntary Controlled Schools), any Academy that has signed up to the Facilities Time SLA; and

(2) The following Recognised Teacher Associations:

- a. Association of School and College Leaders (ASCL);**
- b. Association of Teachers and Lecturers (ATL);**
- c. National Association of Headteachers (NAHT);**
- d. National Association of Schoolmasters Union of Women Teachers (NASUWT);**
and
- e. National Union of Teachers (NUT).**
- f. Voice the Union (VOICE)**

1. Introduction and Scope of this Agreement

1.1 This Agreement outlines the Facilities and Facilities Time available to members of the recognised Teacher Associations who are not paid officials of a Recognised Teacher Association and who are employed to work in a maintained School or an LA Support Service.

1.2 To ensure Accredited Representatives can represent the members of their Recognised Teacher Association appropriately they must be employed in a relevant post as follows:

(a) NASUWT, NUT – a qualified teacher in a School or an LA Support Service; or Where a lay officer has been elected by either NUT or NASUWT but is not employed in a maintained school or LA Support Service an arrangement may be made to allow up to a maximum of 1.5 days per week to be paid to the association at the normal daily supply rate or the actual rate of pay for the official which ever is the lowest. The Association must then invoice NELC to reclaim these monies. Payments made to individual lay officers pursuant to this agreement shall be made gross. Individual lay officers are solely liable for all deductions therefrom including, without limitation, income tax and national insurance payments. The Association shall, throughout the term of this agreement, ensure that all necessary arrangements in place with lay officers and otherwise as required to enable compliance with this clause.

(b) ATL, VOICE - a qualified teacher in a School or an LA Support Service;

(c) ASCL – a Headteacher (Principal), Deputy Headteacher (Vice-Principal) or Assistant Headteacher (Assistant Vice Principal) in a School or paid on the Leadership Group Pay Spine in an LA Support Service or an associate member of the senior leadership team of a school such as a Business Manager

(d) NAHT – a Headteacher (Principal), Deputy Headteacher (Vice-Principal) or Assistant Headteacher (Assistant Vice Principal) in a School or paid on the Leadership Group Pay Spine in an LA Support Service

1.3 This Agreement is made in accordance with the provisions of:

- The Trade Union and Labour Relations (Consolidation) Act 1992, Part III Rights in Relation to Union Membership and Activities
- The ACAS Code of Practice on Time Off for Trade Union Duties and Activities
- The Conditions for School Teachers in England and Wales Revised Edition Published August 2000 (The Burgundy Book)

1.4 Maximun days per year available,

- For NASUWT and NUT 1.5 days per week plus 5 additional days as a contingency for Case work.
- 20 days per year for formal meetings with NELC for all named associations within this document.

2. Definitions

2.1 The following definitions apply throughout this Agreement:

<i>Academy</i>	any academy school(s) in the North East Lincolnshire area specified at the head of this Agreement as a party to this Agreement;
<i>ACAS</i>	the Advisory, Conciliation and Arbitration Service;
<i>Accredited Representative</i>	means a Member elected or appointed in accordance with the rules of their Recognised Teacher Association to be a representative of all or some of that Recognised Teacher Association members in a School(s). Can be a Local Officer and/or a School Representative and/or a National Officer;
<i>Burgundy Book</i>	The Conditions for School Teachers in England and Wales Revised Edition Published August 2000;
<i>Facilities</i>	the resources set out in Schedule 4 to this Agreement that shall be made available by NELC and/or the School(s) to Accredited Representatives engaging in Trade Union Duties for purposes ancillary to their Facilities Time;
<i>Facilities Time</i>	the time off during working hours agreed between NELC and the relevant Recognised Teacher Association for an Accredited Representative for the purposes of Trade Union Duties or Trade Union Activities;
<i>Foundation and/or Voluntary Aided School(s)</i>	any voluntary aided school(s) and/or foundation school(s) (including foundation special schools) and/or trust school(s) in the <u>North East Lincolnshire boundary</u> specified at the head of this Agreement as a party to this Agreement;
<i>Governing Body</i>	means the governing body of the School(s) in which a Member is employed to work;
<i>Headteacher</i>	means the headteacher of the School(s) in which a Member is employed to work;
<i>LA Support Service</i>	a Support Service of NELC which centrally employs teaching staff;
<i>Local Officer</i>	an Accredited Representative who by agreement between the relevant Recognised Teacher Association and NELC is seconded from their

substantive post to represent on either a full time or part time basis all or some of the Members of that Recognised Teacher Association in the School(s);

Manager

means the appropriate level of management in an LA Support Service in which a Member is employed to work;

Member

means a member of a Recognised Teacher Association who fulfils the relevant criteria of that Recognised Teacher Association as set out in paragraph 1.2 of this Agreement;

National Officer

an Accredited Representative who by agreement between the relevant Recognised Teacher Association and NELC is granted Facilities Time to serve on the national executive or other national committee of that Recognised Teacher Association;

Recognised Teacher Associations

the Joint Consultative Committee participants recognised by **NELC** for the purposes of collective bargaining as specified at the head of this Agreement as a party to this Agreement;

School Representative

an Accredited Representative who by agreement between the relevant Recognised Teacher Association and **NELC** will represent all or some of the Members of that Recognised Teacher Association in a School(s) as and when required;

School(s)

community and voluntary controlled school(s) maintained by **NELC** and/or Voluntary Aided and/or Foundation Schools maintained by **NELC** and/or Academy Schools in North East Lincolnshire and specified at the head of this Agreement as a party to this Agreement;

Trade Union Activities

the activities for which an Accredited Representative is entitled to Facilities Time by virtue of section 170 of TULR(C)A, such Facilities Time being without pay. As referred to in paragraph 3.3 and Part 2 to Schedule 3 of this Agreement;

Trade Union Duties

the duties for which an Accredited Representative is entitled to Facilities Time by virtue of section 168 of TULR(C)A, such Facilities Time being with pay. Dealt with in paragraph 3.3 and Part 1 to Schedule 3 of this Agreement.

Training

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.

In addition to this, union representatives will, subject to the provisions above be given the necessary time off with full pay for training on specific issues arising from eg legislative changes. Also, representatives with specific responsibilities eg equal opportunities, will be afforded time off with full pay for appropriate training in their particular field of responsibility.

TULR(C)A

the Trade Union and Labour Relations (Consolidation) Act 1992, the relevant provisions of which are set out in Schedule 1 to this Agreement.

3. Entitlement to Facilities Time

- 3.1 Members have the right to a reasonable amount of paid time off during working hours for Trade Union Duties and the right to a reasonable amount of time off (unpaid) during working hours for Trade Union Activities. The legal entitlement to this Facilities Time is contained in TULR(C)A, the relevant provisions of which are set out in Schedule 1 to this Agreement. Facilities Time is also dealt with in the Burgundy Book, Appendix III, the relevant provisions of which are set out in Schedule 2 to this Agreement.
- 3.2 Accredited Representatives will be entitled to the Facilities Time and to the Facilities as set out in Schedule 3 to this Agreement as follows:
- (a) Part 1 of Schedule 3 lists the Trade Union Duties for which Facilities Time is agreed to be with pay; and
 - (b) Part 2 of Schedule 3 lists the Trade Union Activities for which Facilities Time is agreed to be without pay.
- 3.3 Where Facilities Time is agreed for Trade Union Duties and Facilities Time is therefore agreed to be with pay, the Accredited Representative will receive the rate of pay that they would have earned had they worked during the time-off taken.
- 3.4 Accredited Representatives will not receive additional pay or time-off in lieu where Trade Union Duties are carried out at a time when the Accredited Representative would not otherwise have been at work (i.e. outside normal working hours).
- 3.5 No Detriment

Individuals will not be discriminated against during the course of their employment for membership of a trade union or for undertaking duties, functions or activities as a union representative, whether this is carried out on a full time or part time basis.

Local Officers

- 3.6 Local Officers are Accredited Representatives who will represent the Members of their Recognised Teacher Association on either a full time or a part time basis.
- 3.7 The entitlement to Facilities Time for Local Officers will be agreed between **NELC** and the relevant Recognised Teacher Association annually, in advance, for the following school year in accordance with the following procedure:
- (a) The relevant Recognised Teacher Association will by the end of February each year inform NELC of the numbers of paid up serving members of their Association in the previous complete calendar year.
 - (b) The relevant Recognised Teacher Association will by the end of April each year, or where elections are held after April, as soon as possible thereafter, formally notify **NELC** of the names of their Accredited Representative(s) and also which School(s) will be serviced by each Accredited Representative. The list should include name, workplace address, preferred contact number, email address, line manager or Headteacher, position appointed to, date of appointment to the position and tenure of position.
 - (c) The relevant Recognised Teacher Association will by the end of **May** each year agree with **NELC** the appropriate Facilities Time for the following school year for their Local Officer(s) based upon the number of Members of that Recognised Teacher Association employed in the School(s) covered by this Agreement and to be serviced by the Local Officer(s).
 - (d) The Local Officer(s) will be entitled to Facilities Time for the following school year (**1 September to 31 August**) as agreed between their Recognised Teacher Association and **NELC**.
 - (e) Any party to this Agreement can request a review of the Facilities Time agreed for a Local Officer in accordance with sub-paragraph (d) above. Such a request should be made in writing to all relevant parties, setting out the reason(s) for the request and the proposals in respect of conducting the review. One review per academic year may be made, however, in exceptional circumstances, and as approved by the Executive Director – Children and Family Services, it may be necessary to review the facilities time on more than one occasion.
- 3.8 It will be the responsibility of any Member who has been elected by their Recognised Teacher Association as an Accredited Representative, whether as a Local Officer or a School Representative or as a National Officer, to secure the agreement of the School(s) or LA Support Service at which they are employed to work for Facilities Time in accordance with this Agreement. Requests for Facilities Time should be considered by the Headteacher or Manager, having regard to the operational requirements of the School(s) or LA Support Service and the ability to provide regular cover during Facilities Time. It should only be in exceptional circumstances where facilities time is withheld.
- 3.9 Where an agreement reached between **NELC** and a Recognised Teacher Association results in a Local Officer being granted Facilities time on a full-time basis, that Accredited Representative will be seconded as a full-time Local Officer. Where this occurs, the Governing

Body or Manager should have regard to the **NELC** Secondment Agreement and associated guidance. Further information can be obtained from the HR Consultancy team..

- 3.10 In the event that a Governing Body or Manager is unable to agree to a secondment or to the continuation of a secondment of a full-time Local Officer, the Governing Body, Headteacher or Manager should confirm their reasons for this in writing to the Deputy Director – Human Resources, who will communicate this to the relevant Recognised Teacher Association. Where this occurs, or the full-time Local Officer chooses not to continue in the secondment, the normal expectation is that the full-time Local Officer will return to the substantive post from which they have been seconded.

School Representatives

- 3.11 School Representatives are Accredited Representatives who represent all or some Members of their Recognised Teacher Association as and when required.
- 3.12 School Representatives requesting Facilities Time to pursue Trade Union Duties or Trade Union Activities should provide the Headteacher or Manager with as much notice as possible and give details of the reason for the request for Facilities Time. A record of the time taken should be recorded on the timesheet as set out in Schedule 6 of this Agreement.
- 3.13 In addition, School Representatives who request paid Facilities Time to undergo relevant training should:
- (a) give at least 3 weeks' notice to the Headteacher or Manager of nominations for training courses; and
 - (b) (if asked to do so), provide a copy of the relevant details of the training course.

4. Entitlement to Facilities

- 4.1 The Facilities available to Accredited Representatives are set out in Schedule 4 to this Agreement as follows:
- (a) Part 1 of Schedule 4 lists the Facilities available to Accredited Representatives in the School(s); and
 - (b) Part 2 of Schedule 4 lists the Facilities available to Accredited Representatives from the Local Authority.
- 4.2 Facilities to assist in the discharge of Trade Union Duties will be provided only to Accredited Representatives of Recognised Teacher Associations. Facilities will not be provided to assist Accredited Representatives in the discharge of Trade Union Activities.

5. Consideration Of Facilities Time

5.1 The Recognised Teacher Associations will agree with the Headteacher or Manager arrangements for other employees to cover all work of Accredited Representatives when absent from their substantive post on Trade Union Duties or Trade Union Activities. The Recognised Teacher Association should therefore ensure that Accredited Representatives do not unduly or unnecessarily prolong the time they are absent from work on Trade Union Duties or Trade Union Activities. Wherever possible the Council would wish to minimise the impact of the conduct of official Trade

Union business on service provisions to customers. In this regard consideration will be given to the timing and location of meetings. This does not represent a lack of commitment on the part of the Council to the establishment of effective industrial relations mechanisms and associated facilities.

- 5.2 All cover arrangements shall be in accordance with the provisions set out in the National Agreement on Raising Standards and Tackling Workload and Rarely Cover.
- 5.3 Generally the Recognised Teacher Associations should be aware of the wide variety of circumstances and different operational requirements which will have to be taken into account in any arrangements for dealing with any time-off. Proper regard will therefore have to be paid to particular operational requirements and obligations of the School(s) or LA Support Service. It is therefore necessary for the School Representative to inform the Headteacher or Manager, giving adequate notice of when, why and for how long the Trade Union Duty or Trade Union Activity will last. This will allow the Headteacher or Manager adequate time to arrange for cover, where necessary to inform the School Representative that they will not be able to attend where good reason is given.

Where a schedule of dates is available for a series of meetings, all dates should be supplied to enable time off to be diarised.

The representative must forward the application to the relevant line manager, for consideration. Where an individual is requesting time off to attend an accredited Trade Union training course, the application should be accompanied by a copy of the course syllabus or prospectus indicating the content of the training course. Applications without this information will be returned to the applicant for more detail to be supplied.

The line manager or Headteacher will consider the request, taking into account this agreement, the reason for the request, the amount of notice given and the ability to ensure that the service can be adequately provided on the date(s) requested. This may be done by a variety of means in conjunction with the representative and the staff involved.

The line manager may consult with a member of the Human Resources team, if necessary.

The line manager will complete section two of the form and return it to the representative involved indicating one of the following:

- a. That the request for time off has been granted with pay;
- b. That the request for time off has been granted without pay;
- c. That the request for time off has been refused.

- 5.4 The Headteacher or Manager may refer requests to the **NELC** Human Resources Service for advice about whether or not it is reasonable for Facilities Time requested by a School Representative to be granted and if so, whether this is to be with or without pay.

6. Monitoring Facilities Time Arrangements

- 6.1 It is not necessary to record Facilities Time for Local Officials as this has already been agreed between the Recognised Teacher Association and **NELC** as outlined in section 3 above.

- 6.2 The Recognised Teacher Associations should ensure that School Representatives meet the requirements of the ACAS Code in full and, record information about Facilities Time for Trade Union Duties and Trade Union Activities on the timesheet, which is set out at Schedule 6 to this Agreement. The timesheet, which will be subject to audit inspection, will enable **NELC** legitimately to establish the overall amount of Facilities Time granted (paid and unpaid) and also highlight each School Representative's Facilities Time.

The HR Children and Family Services Consultancy Team will also monitor the local officer facilities time and may suggest a review if necessary.

Payment for trade union duties will also be reimbursed for school representatives to the relevant school by the timesheet being completed and sent to the HR Assistant in Children and Family Services Consultancy Team.

7. Consultation

- 7.1 Formal consultation regarding Facilities Time and Facilities provided in accordance with this Agreement will take place through the existing Joint Consultative Committees.

8. Dispute Resolution

- 8.1 The Council and the union agree to make every effort to resolve disputes in relation to time off for trade union duties and activities.
- 8.2 Where permission to take time off is withheld (in exceptional circumstances), an explanation for the reason(s) will be given by the appropriate representative of management.
- 8.3 If the trade union representative is dissatisfied with the decision, the matter should be referred back to the manager or Headteacher for further consideration on an informal basis.
- 8.4 In the event of the dispute not being able to be resolved between the parties, any party to this Agreement can request formal dispute resolution.
- 8.5 A request for formal dispute resolution should be made in writing to the Deputy Director – Human Resources, copied to all parties, setting out the details of the dispute and the proposals in respect of conducting the dispute resolution.
- 8.6 Where a request for formal dispute resolution is made, the proposals in respect of conducting that dispute resolution might deal with the following:
- (a) Which person, body or organisation, for example, it is proposed to contact to conduct the dispute resolution;
 - (b) Details about the matter in dispute;
 - (c) Opportunity for the other parties to raise additional matters for consideration;
 - (d) Arrangements for the parties to meet to conduct the dispute resolution, for example proposed dates, times and locations; and
 - (e) Timescales in which it is proposed the dispute resolution will be conducted.

If agreement cannot be reached at that level, the matter may be referred by the union to the Appeals (Dispute) Panel or a mutually agreed third party for conciliation purposes.

9. Review

- 9.1 Any party to this Agreement can request a review of its provisions. It might be appropriate to request a review where, for example, one party considers that it is necessary to propose significant changes to the agreement or where, for example, there is an unforeseen increase or decrease in workload resulting in Facilities and Facilities Time agreed no longer being appropriate.
- 9.2 A request for a review should be made in writing to the HR Team Manager, Consultancy - Children and Family Services team setting out the reason(s) for the request and the proposals in respect of conducting the review.
- 9.3 Where a request for a review is made, the proposals in respect of conducting that review might deal with the following:
- (f) Details about which section(s) of the Agreement that it is proposed will be subject to the review;
 - (g) Opportunity for the other parties to request that additional section(s) be added to the review;
 - (h) Arrangements for the parties to meet to conduct the review, for example proposed dates, times and locations; and
 - (i) Timescales in which it is proposed the review will be conducted..
- 9.4 Notwithstanding the aforementioned, both sides agree to review the Agreement in twelve months and annually thereafter.

SCHEDULE 1

THE RELEVANT PROVISIONS OF TULR(C)A 1992

- “168 (1) An employer shall permit an employee of his who is an official of an independent trade union recognised by the employer to take time off during his working hours for the purpose of carrying out any duties of his, as such an official, concerned with:*
- (a) negotiations with the employer related to or connected with matters falling within section 178(2) (collective bargaining) in relation to which the trade union is recognised by the employer, or*
 - (b) the performance on behalf of employees of the employer of functions related to or connected with matters falling within that provision which the employer has agreed may be so performed by the trade union.*
- (2) He shall also permit such an employee to take time off during working hours for the purpose of undergoing training in aspects of industrial relations:*
- (a) relevant to the carrying out of such duties as are mentioned in subsection (1), and*
 - (b) approved by the Trades Union Congress or by the independent trade union of which he is an official.*
- (3) The amount of time off which an employee is to be permitted to take under this section 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 any relevant provisions of a Code of Practice issued by ACAS.”
...”

“169 (1) *An employer who permits an employee to take time off under section 168 shall pay him for the time taken off pursuant to the permission.*

(2) Where the employee’s remuneration for the work he would ordinarily have been doing during that time does not vary with the amount of work done, he shall be paid as if he had worked at that work for the whole of that time.

(3) Where the employee’s remuneration for the work he would ordinarily have been doing during that time varies with the amount of work done, he shall be paid an amount calculated by reference to the average hourly earnings for that work.

...”

“170 (1) *An employer shall permit an employee of his who is a member of an independent trade union recognised by the employer in respect of that description of employee to take time off during his working hours for the purpose of taking part in:*

(a) any activities of the union, and

(b) any activities in relation to which the employee is acting as a representative of the union.

(2) The right conferred by subsection (1) does not extend to activities which themselves consist of industrial action, whether or not in contemplation or furtherance of a trade dispute.

(3) The amount of time off which an employee is to be permitted to take under this section and the purpose 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 any relevant provisions of a Code of Practice issued by ACAS.

...”

SCHEDULE 2

THE RELEVANT PROVISIONS OF THE BURGUNDY BOOK

General Principles

- “2. *This agreement is based on a belief that both the teachers' organisations and the employing authorities accept their joint responsibility for ensuring a well ordered system of trade union organisation and industrial relations, and on a recognition of the contribution that can be made by the teachers' organisations and their local representatives to the smooth running of the education service at local and national levels. It is agreed that in jointly determining the nature and extent of the facilities required locally, and in their use, the parties to the local agreement will have regard not only to the value of the agreed facilities for effective employee representation as a means of promoting good industrial relations, but also to the need to avoid unnecessary cost, to maintain the effective running of the schools where the teacher representatives are employed, and to recognise that the provisions of the agreement will have to be introduced within the resources available to the employing authorities.*
3. *An accredited representative of a recognised teachers' organisation will be a teacher who is:*
- (a) a member of the national executive or other national committee of his/her organisation or a representative of his organisation appointed by the national executive to serve on a national body;*
 - (b) a local officer of such an organisation whose necessary official organisation duties are effectively at local authority level.*
- (The relations and negotiations with a local education authority shall be the sole responsibility of the main unit of local organisation. The activities in which these local teacher representatives will be jointly involved with the LEA and governing bodies will include both individual and collective issues. In order to act effectively, the teacher representatives will need to put views to the authority concerned as appropriate, to consider proposals, to conduct correspondence and to consult members of their associations individually or collectively);*
- (c) a local officer whose duties are at the lower level of an association within the area of the main unit of local organisations;*
 - (d) a school representative whose duties will be limited to activities which are a necessary part of his/her duties for his/her organisation and its members within the school in which he/she is employed.*

In certain circumstances a representative may have responsibility for more than one of these functional levels.

For their part the recognised teachers' organisations undertake to ensure that their accredited representatives locally understand the extent of their authority and responsibility as teachers' representatives.”

- “4 *It will be the responsibility of the recognised teachers' organisations to notify the local education authority and individual head teachers of the names of its accredited*

representatives and it will be to the accredited representatives only that the recommended opportunities and facilities are extended. It is appreciated that in very large or split site schools organisations may wish to appoint more than one representative, while in those areas where there are very small schools organisations may wish to have one representative to service more than one school.”

- “5 *The principal matters with which the appropriate accredited representative will deal, in accordance with the responsibilities defined in paragraph 3, are as follows:*
- (a) Matters arising out of the use of grievance and disputes procedures which have been agreed between the teachers’ associations at authority level and the local education authority and governing bodies;*
 - (b) Responsibilities of the teacher representatives to their unions (e.g. attendances as delegates to their national conferences);*
 - (c) Responsibilities of the teacher representatives in connection with the interests of their members in the schools;*
 - (d) Functions connected with the training of teacher representatives, including attendance at training courses arranged by the recognised teacher organisations at national, regional or authority level for this purpose. In these respects consultation with the authority will be part of those functions.”*
- “6 *It is expected that (b) above will include the involvement of members of the local committee of recognised teacher organisations in attendance at the meetings of those committees, which will not be expected to meet earlier than 4:00pm on any school day, other than in exceptional circumstances. Item (c) above is likely to include, without interfering with the normal functioning of the school, the convening of meetings of newly appointed teachers for the purpose of meeting them and explaining the advantages of membership of a recognised organisation.”*

Facilities for Accredited Representatives

- “7 *It is recommended that local agreements on the provision of facilities for the local officer of the recognised teachers’ organisations should include:*
- (a) arrangements for carrying out his or her association’s responsibilities within the schools and for obtaining permission to leave the school in which he or she is employed so that he or she can perform his or her functions as an accredited representative;*
 - (b) provision of lists of newly appointed teachers in the authority’s area and arrangements for communication direct with the new teachers;*
 - (c) provision annually of a list of the teachers employed in the schools of the LEA by the means most convenient to the authority. The lists referred to may, if any authority so wishes, be provided in the form of copies of school returns;*

(d) arrangements for use of accommodation in schools or other premises of the authority for association meetings;

(e) arrangements of the use of the local authority's distribution system to schools for the purposes of official union communication with their members, subject, if necessary, to approval by the national union or association concerned;

(f) arrangements for the deduction of membership subscriptions at source where this is requested by any local association of a nationally recognized teachers' organisation. It will be for the individual member to decide whether to opt for deduction at source."

"8. Absence from teaching duties for the performance of their responsibilities as local officers of the recognised teachers' organisations is to be allowed without reduction in pay. A scale providing for the maximum amount of leave with pay permitted to the local officers should be negotiated locally, and have regard, inter alia, to the number of members of the organisation concerned who are employed by the local authority and serviced by the officers in question."

"9 The likely extent of the time required by accredited representative for the performance of their level of responsibilities as representatives of the recognised teacher organisations should be assessed in accordance with an estimate of their local involvement. They should not unreasonably be refused the time necessary for the performance of their responsibilities. The time which these responsibilities are likely to occupy should be taken into account in respect of its effect on their teaching duties."

"10 The accredited school representatives of the recognised teachers' organisations should be permitted reasonable opportunities and be given the necessary facilities to discharge their functions as provided for in the ACAS Code, namely:

(a) union matters such as recruitment, maintaining membership, collecting contributions and communicating with members;

(b) within the responsibilities conferred on them by their respective organisations, industrial relations matters within the individual school such as the handling of members' grievances."

"11 The facilities envisaged are as follows:

(a) notice board facilities to be provided by the LEA or governing body without charge and the titles of the organisations to be inscribed on the board or boards. Multi-association boards should be used wherever possible;

(b) use of telephone with reasonable privacy (if available), with payment for outgoing calls;

(c) provision of a room for a meeting with the organisation's members as required, providing reasonable notice is given;

(d) use of school typing, duplicating and photocopying equipment, where available, for essential union work within the school providing this does not interfere with the work of the school and on a basis of repayment by the organisation concerned for the materials used."

"12 Local officers should be provided with the documents which set out the pay, conditions of service and the regulations of the local authority which apply to the teachers employed in the authority's area. Accredited school representatives should be provided with access to such

documents and also with information as to the structure and allocation of promoted posts applicable to their own schools and with the articles of government. These documents should be supplied without charge.”

SCHEDULE 3

FACILITIES TIME

PART 1

WITH PAY – FACILITIES TIME FOR TRADE UNION DUTIES

1. Examples of the types of activity that will be agreed for Local Officers as Facilities Time with pay include negotiations or, where the Headteacher or Manager has agreed, other functions related to or connected with the following:
 - a) Terms and Conditions of employment, or the physical conditions in which Members are required to work, for example:
 - pay
 - hours of work
 - holidays and holiday pay
 - sick pay arrangements
 - pensions
 - learning and training needs
 - equal opportunities
 - notice periods
 - the working environment
 - operation of digital equipment and other machinery
 - b) Engagement or non-engagement, or termination or suspension of employment or the duties of employment, of one or more Members, for example:
 - recruitment and selection policies
 - human resource planning
 - redundancy and dismissal arrangements
 - c) Allocation of work or the duties of employment as between Members or groups of Members, for example:
 - Job grading
 - Job evaluation
 - Job descriptions
 - Flexible working practices
 - Family friendly policies
 - d) Matters of discipline, for example:
 - Disciplinary procedures
 - Arrangements for representing Members at internal interviews
 - Arrangements for appearing on behalf of Members, or as witnesses, before agreed outside appeal bodies or employment tribunals

e) Recognised Teacher Association membership or non-membership, for example:

- representational arrangements
- any union involvement in the induction of new teachers

f) Machinery for negotiation or consultation and other procedures, for example arrangements for:

- Collective bargaining
- Grievance procedures
- Joint consultation
- Communicating with Members
- Communication with other Recognised Teacher Associations or other trade unions also concerned with collective bargaining with NELC (or where appropriate the Voluntary Aided and/or Foundation Schools)

2. Examples of the duties connected with or related to negotiations or the performance of functions that will be agreed for Local Officers as Facilities Time with pay include the following:

- a) preparing for negotiations;
- b) informing Members of the progress of negotiations;
- c) explaining the outcomes of negotiations to Members;
- d) preparing for meetings with NELC (or where appropriate the Voluntary Aided and/or Foundation Schools) about matters for which the Recognised Teacher Association has only representational rights.

3. Examples of collective bargaining with the appropriate level of management that will be agreed for Accredited Representatives as Facilities Time with pay include, within **NELC**, the following:

- a. attendance at relevant Joint Consultative Committee meetings with **NELC**, including preparation for it and dissemination of information following it;
- b. attendance at any joint working group eg EMPOL, Stakeholder Group, at the request of the management of **NELC**;
- c. agreed attendance by invitation at any Committee meeting of **NELC**;
- d. representation at the Local Workforce Group (known as School Workforce Modernisation Group) and Sub Committees of this Group as appropriate.

4. Training

In addition to this, Union representatives will, subject to the provisions in paragraphs above, be given the necessary time off with full pay for training on specific issues arising from e.g. legislative changes. Also, representatives with specific responsibilities e.g. equal opportunities, will be afforded time off with full pay for appropriate training in their particular field of responsibility.

The Branch of the relevant Trade Union will notify the Employer of the timescale for training and the

people requested to take part, in good time (wherever possible) for any course, so that arrangements can be made for the maximum number of representatives to attend.

It is recognised by both the Council and the Trades Unions that the participation of Trade Union representatives in some Employer organised courses may be of benefit to both organisations. Particular examples of such courses may include Disciplinary and/or Grievance, stress or equality issues.

Where a representative is released from work to attend an Employer or jointly organised course this will be on full pay and the expenses associated with the training will normally fall upon the employer.

Where training is provided by the Trade Union or the TUC, the responsibility for fees and expenses associated with the training will fall upon the relevant Trade Union.

Payment for attendance will be in accordance with the provisions for 'normal pay' as described above and part time staff will be paid for the hours of actual attendance on the course.

5. Health and safety representatives

The Trade Union is responsible for the appointment of Health and Safety representatives. The Council has the duty to permit Safety Representatives such time off with pay as is necessary for the purposes of:

- Performing their functions under health and safety legislation
- Undergoing such training as is reasonable
- Attending Health and Safety meetings at local, regional and national levels where appropriate:
- Any other functions contained within the SRSC Regulations and/or locally agreed functions.

6. Time off for union learning representatives

Accredited Life Long Learning Advisors/Learning Representatives are entitled to take reasonable paid time off for the following specific purposes.

- analysing learning or training needs;
- providing information and advice about learning or training matters;
- arranging learning or training;
- promoting the value of learning or training;
- consulting the employer in relation to such activities;
- preparation in relation to such activities;
- undergoing relevant training.

7. Time off for information and consultation representatives

Information and consultation representatives are entitled to take reasonable paid time off during working hours to perform their functions as a representative.

They are protected against unfair dismissal or detriment under the regulations for actions related to the regulations, the only exception being where they have breached the confidentiality of the employer.

PART 2

WITHOUT PAY – FACILITIES TIME FOR TRADE UNION ACTIVITIES

Examples of the types of activities that may be agreed for Accredited Representatives (local and branch representatives) as Facilities Time without pay include:

(a) any activities of the Recognised Teacher Association of which the Accredited Representative is a Member, for eg:

- attending workplace meetings to discuss and vote on the outcome of negotiations with the employer. Where relevant, and with the employer's agreement, this can include attending such workplace meetings at the employer's neighbouring locations.
- Meeting full time officers to discuss issues relevant to the workplace.
- Voting in union elections.
- Having access to services provided by a union learning representative.

(b) any activities in relation to which the Accredited Representative is acting as a representative of their Recognised Teacher Association, for eg:

- Branch, area or regional meetings of the union where the business of the union is under discussion.
- Meetings of official policy making bodies such as the executive committee or annual conference.
- Meetings with full time officers to discuss issues relevant to the workplace.

(c) Any activity without management presence except for those Trade Union Duties listed in Part 1.

(d) taking part in industrial action or any form of related activity.

SCHEDULE 4

FACILITIES AVAILABLE TO ACCREDITED REPRESENTATIVES

PART 1

SCHOOLS

Accredited Representatives shall be entitled to the following Facilities for Trade Union Duties when such are not required for school and by arrangement with the relevant Headteacher.

- (i) a specified notice board(s) within the School(s) on which the relevant titles of the Recognised Teacher Associations will be inscribed. Multi-association boards will be used wherever possible;
- (ii) use of telephone with reasonable privacy (if available), with payment for outgoing calls;
- (iii) provision of a room for meetings with Members of their Recognised Teacher Association as required, providing reasonable notice is given;
- (iv) use of school typing, duplicating and photocopying equipment, where available, for essential Trade Union Duties within the school providing this does not interfere with the work of the School and on a basis of repayment for the materials used by the relevant Recognised Teacher Association.
- (v) provision of documents relating to the School(s) staffing structure, School(s) policies and articles of government.

PART 2

THE LOCAL AUTHORITY

Accredited Representatives shall be entitled to the following Facilities for Trade Union Duties:

- (i) the provision of lists no later than 20th October, or earlier if available, each year of newly appointed teachers in the Schools and arrangements for communicating directly with those newly appointed teachers;
- (ii) the provision annually of a list of all teachers employed in the Schools by the means most convenient to **NELC**;
- (iii) invitations to induction arrangements for newly appointed teachers and newly qualified teachers;
- (iv) arrangements for use of accommodation in Schools or other premises of **NELC** for Recognised Teacher Association meetings;
- (v) arrangements of the use of the **NELC** Distribution system to Schools for the purposes of official trade union communication with their members, including access to internal mail systems, intranet, internet, School telephone numbers and e-mail addresses;
- (vi) provision of documents that set out the pay, conditions of service and the regulations of **NELC** which apply to the teachers employed by **NELC** (or where appropriate the Voluntary Aided and/or Foundation School) in the School(s).

TRADE UNION DUTIES AND ACTIVITIES – TIME RECORDING					
NAME:			MONTH:		
DAY	DATE	A.M	P.M	TOTAL COVER REQUIRED	ACTIVITY CODE
	1				
	2				
	3				
	4				
	5				
	6				
	7				
	8				
	9				
	10				
	11				
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	28				
	29				
	30				
	31				
A	Corporate Consultation			L	Negotiations Directorate
B	Directorate/School Consultation			M	Corporate Negotiations
C	Representative of member			N	
D	Preparation-case/meeting (for hearing, appeals or ET)			O	Sickness absence
E	Advice/Guidance/Communication			P	
F	Teaching Commitment			Q	Branch Meetings
G	School Closure Period			R	
H				S	
I	Meeting with regional/full time officers				
K	Meeting with other Trade Unions Corporate				Negotiations Directorate

Signed as an accurate record: _____ Date _____