

Trade Union Time Off and Facilities Agreement (Schools)

Document history

School/Academy:	
Date adopted by Governing Body:	
Signed (Chair):	
Signed (Headteacher):	

Produced by:	Human Resources & Organisational Development Services, Resources Directorate
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1. Introduction

- 1.1 Trade union representatives have had a statutory right to reasonable paid time off from employment to carry out trade union duties and to undertake trade union training since the Employment Protection Act 1975. Trade union representatives and members were also given a statutory right to reasonable unpaid time off when taking part in trade union activities. Together, these arrangements constitute facilities time.
- 1.2 This agreement supports the principle of collective bargaining when dealing with issues that affect those employed within Wigan schools. In order that this principle is practically supported there is a need for suitable and effective arrangements to be put in place for time off and facilities to be given to recognised trade unions in respect of union duties, activities and training.
- 1.3 This agreement applies to all maintained schools and nurseries (community and voluntary controlled), foundation schools, voluntary aided schools (via a long term agreement) and academies (which have opted to buy into this agreement). In addition, it also applies to a small number of centrally employed Wigan Council staff who are members of Teaching unions.

2. Purpose

- 2.1 The purpose of this agreement is to:-
 - support the work of schools and representatives of recognised trade unions in contributing to the effective delivery of services;
 - promote good employee relations and the resolution of potential conflicts at the earliest stage; and
 - provide a clear framework for the provision of time off and facilities for trade union representatives to ensure fairness and consistency is applied.

3. Principles

- 3.1 This agreement is based on the following principles:
 - The provision of reasonable time off and other facilities to support union representatives in undertaking their duties efficiently and effectively.
 - Clarification of the responsibilities, activities and duties of union representatives in return for reasonable facilities time and resources made available by management.
 - Addressing potential conflicts at the lowest level and the earliest opportunity.
 - All parties to this agreement are committed to the principle of partnership working and joint consultation within an agreed framework.
 - The establishment of an agreed protocol of conduct for trade union representatives.

4. Statutory Provisions

- 4.1 The provisions of this agreement are in accordance with the following legislation:
 - The Trade Union and Labour Relations (Consolidation) Act 1992.

- The Employment Act 2002.
- The Safety Representatives & Safety Committee Regulations 1977 (as amended).
- Trade Union Act 2016.

This agreement also complies with Appendix III of the Conditions of Service for School Teachers in England and Wales ('Burgundy Book').

- 4.2 There is also active support within schools for the provisions within the [ACAS Code of Practice 3: Time off for trade union duties and activities 2010](#).

5. Scope

- 5.1 The Trade Unions below are recognised by Wigan Council in its maintained schools, voluntary aided schools and the Academies that buy in to this agreement:

- National Association of Headteacher (NAHT)
- Association of School and College Leaders (ASCL)
- National Association of Schoolteachers and Union of Women Teachers (NASUWT)
- National Education Union (NEU)

- 5.2 Continued recognition depends on relevant recognition agreements for specific staff groups.

- 5.3 Teacher members of the recognised unions are represented for both collective bargaining purposes and in relation to individual casework issues by their relevant union representative. Staff members of the recognised unions, employed on Soulbury conditions of service, may be represented by their relevant union representative on a local level (e.g. on an individual casework basis) but are not represented through this Facilities Agreement for collective bargaining purposes.

- 5.4 Elected representatives of unions may use their facilities time to represent their members on a local level (i.e. on an individual casework basis)

- 5.5 This agreement refers to trade union representatives recognised by their respective unions as Wigan branch local representatives, workplace union representatives, union learning representatives and health and safety representatives.

- 5.6 The guidance in this agreement only applies to duties and activities which relate to employee relations between those schools identified in 1.3 and its employees.

6. Recognition of Trade Union Representatives

- 6.1 On an annual basis, the trade unions will confirm in writing to the Head of HR & OD Services (or their nominee) the following: details of which union members are elected or designated as branch local representatives or workplace union representatives for that academic year, and confirm any changes within 2 weeks of appointment or resignation.

- details of the number working members who are covered by this agreement.

This information will enable the Head of HR & OD Services (or their nominee) to confirm the facilities time allocated per local secretary for that year.

6.2 The number of union representatives appointed should be reasonable with regard to both the union need for effective representation and communication, and to the management need for efficient working practices.

7. Trade Union Duties and Time Off

7.1 Employees who are union representatives of a recognised trade union are entitled to reasonable **paid** time off during working hours to take part in trade union duties. Trade union duties include:

- negotiations with the employer, or other functions connected with the subjects of collective bargaining, such as terms and conditions, redundancy and dismissal arrangements.
- Preparation for negotiations, including relevant meetings.
- Informing members of progress and outcomes of negotiations.
- Matters of discipline (e.g. accompanying employees to internal hearings).
- Attending training in aspects of industrial relation to carrying out their trade union duties. The training must be approved by the Trade Unions Congress or by the trade union of which he/she is an official.

They are also entitled to reasonable **unpaid** time off for trade union activities. Trade union activities include:

- Meetings with full time officials, or branch, area, regional or national meetings of the union where the business of the union is under discussion.
- Meetings of official policy making bodies such as the national executive or national conference.
- Workplace meetings to discuss and vote on the outcome of negotiations with the employer.
- Voting in union elections.

Further guidance on what is deemed to be a trade union 'duty' or 'activity' is set out within the ACAS Code of Practice on time off for trade union duties and activities.

All union representatives who receive facility time (aside from full time Branch Local Representatives) should spend the majority of their working hours carrying out their main duties as school employees and approval should be sought for time off as detailed below.

7.2 Workplace union representatives (not elected Branch Local Representatives) requesting time off to pursue their duties or activities should provide management, especially their line manager, with as much notice as practically possible concerning:

- the purpose of such time off, while preserving personal confidential information relating to individuals in grievance or disciplinary matters;
- the timing and duration of time off required;
- The place/location where the duty/activity is taking place;

- It should not be necessary to provide more than a brief description of the work carried out, to avoid unnecessary bureaucracy or any breach of confidentiality.

7.3 It is the Council and the School's prime objective to ensure a high quality service is maintained at all times and to ensure that time off will not interfere with the normal functioning of the school. Trade unions should be aware of the range of operational requirements which must be taken into account when considering requests for time off workplace union representatives. Such factors include:

- does the request attract paid or unpaid time off?
- the amount of agreed time already taken and/or prospective time off;
- statutory requirements;
- the need to provide educational services ;
- the meeting of work deadlines; and
- the need for safety and security.

7.4 Each request for time off will be considered on its merits giving consideration to the reasonableness of the request in relation to agreed time off already taken or in prospect.

7.5 Requests for reasonable time off will not normally be refused provided that the request contains the right information (purpose, time and place – including agendas of meetings where appropriate) and that reasonable notice is given by the relevant trade union. The time off arrangements will normally be granted as paid leave for joint business.

Any issues regarding the refusal of requests for time off should be referred to the Head of HR & OD Services (see section 10 of this agreement).

7.6 Line managers will ensure that, where necessary, work cover and/or workload reductions are provided when time off is required particularly for part-time workers. This can include the allocation of duties to other employees, rearranging work to a different time or a reduction in workloads.

7.7 There is no entitlement to paid time off for trade union duties or activities which are carried out at a time when a representative would not otherwise have been at work.

7.8 The representative's duties and activities will be carried out in the Wigan schools that are party to this agreement.

7.9 There is no right to time off for trade union activities which consist of industrial action. However, where a union representative is not taking part in industrial action but represents members involved, normal arrangements for time off with pay for the union representative will apply.

8 Branch Local Representatives

- 8.1 Within the context of this agreement a branch local representative is an employee who has been duly elected by their respective trade union.
- 8.2 The Council and Wigan Schools have agreed to trade union secondments on the following basis:

Union Members	Resource Allocation (at teacher pay rates)
1000 and above	1.65 full time equivalent (FTE)
600-999	1.1 FTE
400-599	0.8 FTE
100-399	0.5 FTE
1-99	0.3 FTE

An additional resource of 0.1 FTE will be made available to support the Convenor of the Teachers' side.

This time will be managed accordingly over the week and subject to joint requirements of the Trade Unions and the Council/Wigan Schools.

For the purposes of this agreement, union members are defined as all members of the Union employed under the School Teachers' Pay and Conditions Document within Wigan Schools who are covered by this agreement (and in the case of Academies, only members of academies who buy in to this agreement should be included). The cost of the actual full time equivalent salary of a representative will be reimbursed to the employing school or Wigan Council service, except in the case of a serving Headteacher where the full time equivalent salary cost of a teacher at the top of the classroom teachers' pay spine (M6) will be reimbursed. The level of reimbursement outlined, is subject to the total facilities time costs not exceeding the current facilities time budget allocation.

- 8.3 The number of secondments will be periodically reviewed based on union membership numbers within the Council/Wigan Schools.
- 8.4 Branch local representatives shall, for the period of their office be seconded from their normal employment and be released to undertake full-time or part-time duties, activities and representation of the members within the Council and Wigan schools on behalf of whom they are elected. During the period of his/her elected office and therefore secondment, officers will be paid the contractual pay in respect of the job held at the time. Any expenses arising from the function as a branch local representative shall be met by the trade union e.g. payment of course fees, travel and subsistence expenses.
- 8.5 Branch local representatives will act as the liaison between management and workplace union representatives and will be the point of contact for both parties when specific arrangements need to be covered or organised. Workplace union representatives will be the first point of contact for managers regarding issues at a local level. If a union has more than one branch local representative then they are required to nominate one individual to be the main point of contact for the purposes of communicating information quickly.
- 8.6 Full-Time seconded officers should report to an agreed member of the senior management team within the Council's HR & OD Service with regard to annual leave arrangements, absence due to sickness and any other time off, for example, special leave. Other trade union representatives should continue to report sickness and other absences to their employing department or school. Seconded officers are also required to provide (on a

regular basis) a record of how their facilities time has been spent by way of calendar or timesheet.

9. Workplace Union Representatives

9.1 Whilst this section outlines the duties for which workplace union representatives are permitted to take reasonable time off (subject to section 7 above), it should be noted that arrangements within each of the recognised trade unions who are party to this agreement may dictate that some of these duties are only undertaken by Branch Local Representatives. It will be for the respective trade unions to determine how these duties will be arranged between their Branch Local Representatives and their Workplace Union Representatives.

Workplace union representatives are permitted to take reasonable time off (subject to section 7 above), to undertake duties concerned with negotiations for,

- Terms and conditions of employment, or the physical conditions in which employees are required to work. For example:
 - pay, hours of work, pensions
 - holidays and holiday pay
 - sick pay arrangements
 - learning and training
 - equality and diversity
 - notice periods
 - the working environment
- Engagement or non engagement, or termination or suspension of employment or the duties of employment, of one or more workers. For example:
 - recruitment and selection policies
 - human resource planning
 - redundancy and dismissal arrangements
- Allocation of work or the duties of employment as between workers or groups of workers. For example:
 - job grading
 - job evaluation
 - job descriptions
 - flexible working practices
 - work-life balance
- Matters of discipline, grievance resolution and capability. For example:
 - disciplinary procedures
 - arrangements for representing or accompanying employees at internal disciplinary, grievance and capability interviews/hearings
 - arrangements for appearing on behalf of trade union members or as witnesses, before agreed outside appeal bodies or employment tribunals
- Trade union membership or non membership. For example:
 - representational arrangements
 - promoting the benefits of joining a trade union
 - involvement in the induction of new employees

- Consultation and negotiation arrangements. For example:
 - attendance at directorate and/or council joint consultations
 - Union business not directly involving the council/school
 - national or service group conference
 - national and regional bodies
 - Trades Union Congress conference (one delegate per 1,500 members, leave of absence with pay for workplace union representatives)
- Training
 - approved by the Trade Unions Congress or by the independent trade union of which the employee is a union representative.
 - restricted to employee relations training and union training directly applicable to the policies and practices of the school
 - using E-learning tools related to the role of union representatives where available and appropriate

Payment of course fees, travel and subsistence expenses will be paid for by the Union. Any necessary cover for the absence will be organised and paid for by the school/service.

All training requests will, wherever possible, be submitted at least two weeks prior to the start of the course; and be accompanied by information on the length and title of the course.

- Union annual general meetings
 - time off without pay will be allowed to all employees to enable them to attend the annual general meeting of their branch providing that at all times basic Council/school services are maintained

9.2 Workplace union representatives must hold meetings with members outside of directed time.

10 Union Learning Representatives

10.1 Union learning representatives are union members who have responsibility for promoting learning in their workplace. They perform a different role to that of a Workplace Union Representative.

10.2 Union learning representatives must be sufficiently trained to carry out the duties as a learning representative either at the time the trade union gives notice to the council/school that they are a union learning representative or within six months of that date. Union learning representatives are permitted to take reasonable time off with pay (subject to section 7 above), to undertake the following key functions:

- 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 Council/Wigan schools about carrying out any such activities.

- Preparation to carry out any of the above activities.
- Undergoing relevant training to their role of union learning representative.

For union learning representatives to take time off, the employer must have notice in writing that the employee is a learning representative of the union.

- 10.3 In addition to the above, union learning representatives will be permitted to attend meetings concerned with agreeing and promoting learning agreements and/or meetings with external partners concerned with the development and provision of workforce training, subject to school/service requirements.
- 10.4 Union learning representatives have an important role to play in creating a positive attitude towards learning.
- 10.5 Further information about union learning representatives is contained within the [ACAS Code of Practice 3: Time off for trade union duties and activities 2010](#).

11 Union Health and Safety Representatives

- 11.1 Headteachers and Service Managers should grant Union health and safety representatives reasonable time off with pay, subject to section 7 above, to undertake the following key functions:
- Representing members in consultation.
 - Representation at Health and Safety Committee meetings.
 - Investigating potential hazards, causes of accidents and complaints from employees regarding health and safety at work.
 - In cooperation with management and workplace union representatives undertaking specific health and safety inspections as necessary.
 - Undergoing relevant training to their union role.
- 11.2 Reasonable time off for training will also be permitted as outlined in 9 above.
- 11.3 In order to minimise disruption for pupils and the school/workplace and facilitate efficient use of representative time, the recognised unions agree to endeavour to nominate one representative from amongst all school/workplace representatives on a site-by-site basis to represent health and safety issues for all represented employees at that workplace, regardless of union affiliation.

12. Facilities for Recognised Union Representatives

- 12.1 There is no statutory right to office facilities for union representatives, except for those engaged in duties related to collective redundancies and the transfer of undertakings. However this facilities agreement affords the following facilities to recognised branch local representatives and workplace union representatives: Access to telephone and other media used or permitted in the workplace such as email, intranet and internet subject to complying with agreed council/school procedures in respect of access to and use of such facilities. This is on the basis of repayment of materials used and provided that it does not interfere with the work of the school/workplace.

- Use of accommodation either outside or within working hours, with permission, to hold meetings with members. Adequate warning is required, and the workplace union representative is expected to make the arrangements.
- Office facilities to include the use of document storage, access to the internal mail system, etc.
- The reasonable use of the Council's distribution system to schools and other workplaces for official union communication including the reasonable distribution of material relevant to Teacher Association Committee (TAC) meetings.
- Provision for workplace union representatives to consult together, with management permission, during working hours.
- Use of notice boards specifically for displaying union information.
- Time off with appropriate pay to investigate any complaints or difficulties raised by members and to make representations on such matters to management and to co-operate with management to ensure that the agreements of the council/school are observed.
- Time off with appropriate pay to prepare for and attend meetings, hearings and appeals where they are representing individual members or groups of members in accordance with the council and school policies and procedures.
- Facilities and time off with appropriate pay for workplace union representatives to meet branch local representatives and to deal with union administration, with management permission (which should not be unreasonably withheld).
- Provision of information to assist in the effective discharge of trade union duties, for example lists of schools and other work places where teachers are employed, the number of teachers employed in maintained schools and corporate services, copies of human resource policies, etc.

12.2 Facility time is not used for any activities related to lobbying for, planning or carrying out industrial action.

12.3 The entitlements in relation to paid time off do not extend to people who are not employees.

13. Managing Facility Time

13.1 In Wigan's maintained and voluntary aided schools, the funding for trade union facility time is pooled centrally and therefore funding is returned from the schools to the local authority. This arrangement should be reviewed periodically. The schools forum is responsible for ensuring that it is representing the views of the schools that it represents when taking a decision regarding such funding.

13.2 In the case of academies and free schools, where they retain recognition agreements with the named trade unions, they can opt either to manage their own facility time arrangements at school level or to buy into this facilities agreement. Where they opt to buy into this agreement, a charge for facility time will be applied separately or as part of a package relating to other HR & OD service level agreements. Where a school converts to an Academy, the academy should comply with any existing facility time agreement until they give notice if they wish to either end, or re-negotiate this agreement.

14. Resolution of Disputes/Grievances

- 14.1 Mutually acceptable resolutions of disputes at the lowest level will be sought by union representatives and management. This means seeking to resolve issues on an informal basis wherever possible, without recourse to formal procedures.
- 14.2 Informal resolution of grievances will often involve a discussion between the employee and their line manager. However, an employee is entitled to involve their workplace union representative in the informal discussion with their line manager if appropriate.
- 14.3 The trade unions, the Council and Wigan schools will support the culture of partnership working and conflict resolution on which this agreement is based.

15. Complaints

- 15.1 Any issues or disputes regarding the smooth working of this agreement should be referred to the Head of HR & OD Services who will put in place any measures required to resolve the concerns.
- 15.2 Headteacher/managers should discuss any low level concerns about a union representative's behaviour and/or attitude in connection with them carrying out their union duties and activities with the Head of HR & OD Services. It may be possible to resolve any such concerns by informal discussion between the relevant branch local representative and HR & OD Services or mediation between the union representative and the manager. In any case, HR & OD Services will make the branch local representative aware of any minor concerns raised and any proposal to address them. If the issue cannot be resolved, or is more serious, HR & OD Services will raise it with the relevant branch local representative or regional office as appropriate.
- 15.3 Formal complaints concerning a union representative's conduct will be referred in writing to the Head of HR & OD Services and copied to the relevant branch local representative or regional office as appropriate. The complaint will be dealt with under the appropriate trade union's complaints procedure. An investigation into the alleged inappropriate conduct may be undertaken. If disciplinary action is contemplated the case will be discussed with the regional office of his/her trade union.
- 15.4 An agreed protocol outlining the expectations of local and school based representatives in carrying out their duties is attached at **Appendix 1**.

16. Monitoring and Review

- 16.1 Requests for time off and facilities made under this agreement will be monitored by HR & OD Services.
- 16.2 Contractual rights to statutory performance management and associated consideration for performance related pay are waived for full time local representatives. However, newly accredited local representatives are entitled to request management that this contractual provision be reinstated.
- 16.3 This agreement will be jointly reviewed on an annual basis or where appropriate in response to a particular issue or concern.

17. General Data Protection Regulations

17.1 The parties to this agreement must ensure that they comply with the General Data Protection Regulation (GDPR) in respect of member details and data.

Appendix 1

Protocol outlining the expectations of Branch Local and Workplace Union Representatives in undertaking their work.

The expectations specified are illustrative and are not intended to represent an exhaustive list of all behaviour expected of a representative in undertaking professional duties.

1. Wear clothing that meets the standard expectations of clients and colleagues with regard to the professional services being provided (i.e. acceptable office wear).
2. Greet all parties present in meetings in line with acknowledged common courtesy.
3. Make prior requests/give prior notifications to meet with member(s) on school or Council sites.
4. Report to reception/main office on arrival at any Council building or school in line with the procedure for visitors.
5. Understand and respect the roles, standards and views of colleagues and fellow professionals by:
 - refraining from intimidating body language;
 - allowing all colleagues to participate/contribute to discussions;
 - listening to others and respecting their views and opinions, even when it is not own view; and
 - showing patience and a readiness to share and explain own knowledge and expertise (e.g. legalistic arguments) in a way that seeks to resolve issues.
6. Abide by the agreement that the fundamental approach to employee relations in Wigan Council/Schools is to seek mutually acceptable resolutions at the lowest level.
7. Recognise that some employee relations matters have shades of grey and there is a context from the employee's as well as the management side that needs to be acknowledged and take no pre-emptive steps that could escalate matters prior to ascertaining all the facts.
8. Endeavour to ensure that written correspondence is:
 - professional, business-like and constructive;
 - not perceived as a personal attack; and
 - not unduly/excessively legalistic.
9. Ensure issues of sensitivity or confidentiality are not raised inappropriately and data protection requirements in relation to employees and students are adhered to.
10. Be willing to speak openly and honestly 'off the record' when appropriate and to maintain confidentiality about matters discussed and information disclosed.
11. Exhibit professional standards and common courtesy consistently in all work contexts and with all fellow professionals and in a manner not likely to cause offence.

Appendix 2

Agreement of the Trade Union Time Off and Facilities Agreement (Schools) – to be effective from 1 September 2018:

For and on behalf of Wigan Council/Wigan Schools

Signature: _____ Date: _____

Position: _____

For and on behalf of NAHT

Signature: _____ Date: _____

Position: _____

For and on behalf of ASCL

Signature: _____ Date: _____

Position: _____

For and on behalf of NEU

Signature: _____ Date: _____

Position: _____

For and on behalf of NASUWT

Signature: _____ Date: _____

Position: _____

