



Snape Wood Primary and Nursery School

Excellence for All

‘We are a small school that makes a big difference’

‘To provide excellence for all within a happy, safe, and stimulating learning environment’

TRADE UNION FACILITIES AND FACILITY TIME AGREEMENT POLICY

SNAPE WOOD PRIMARY AND NURSERY SCHOOL	
Approved by: Full Governing Body	Date: Spring 2022
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TRADE UNION FACILITIES AND FACILITY TIME AGREEMENT FOR REPRESENTATIVES OF NOTTINGHAM CITY SCHOOL EMPLOYEES (TEACHING AND SUPPORT) AND CENTRALLY EMPLOYED TEACHERS

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1. INTRODUCTION

- 1.1 The Trade Union Facilities and Facility Time Agreement (the 'Agreement') is between Nottingham City Council and the trade unions recognised in Nottingham City schools, representing teaching (school-based and centrally employed) and support staff (thereafter referred to as 'school employees' for the purposes of this agreement).
- 1.2 Nottingham City Council (the 'Council') and trade unions recognise their mutual responsibility for maintaining good employee relations, wherever possible, and for ensuring that matters that arise are resolved as quickly and amicably as possible. To this end, the Council encourages schools' employees to join one of the trade unions recognised in City schools.
- 1.3 The Council recognises the valuable contribution made by representatives of the school-based trade unions and is committed to supporting them to continue to fulfil their role appropriately.
- 1.4 This Agreement provides a clear framework for the provision of facilities and facility time for trade union officials, representatives and members, to ensure fairness and consistency is applied.
- 1.5 The successful operation of these arrangements depends on trade unions and managers/school leaders acting reasonably. Both parties will seek to resolve any problems arising from the operation of the Agreement in a constructive manner.

2. STATUTORY PROVISION

- 2.1 The provisions of this Agreement are in accordance with the right to paid time off ('facility time') for representatives of recognised trade unions in the Trade Union & Labour Relations (Consolidation) Act (TULCRA) 1992, the relevant amendments made by the Employment Act 2002 and Appendix III of the Conditions of Service for School Teachers in England and Wales ('Burgundy Book') (August 2000). It is also based on recommendations within the 'ACAS

Code of Practice 3: Time off for trade union duties and activities' (last published January 2010).

3. SCOPE

3.1 This Agreement is between the trade unions recognised by the Council in City schools, namely:

- ASCL
- GMB
- NAHT
- NASUWT
- NEU
- UNISON
- UNITE

For the purposes of collective bargaining, the teaching unions are ASCL, NAHT, NASUWT and NEU, and the support unions are GMB, UNISON and UNITE.

4. TRADE UNION FACILITY TIME

4.1 The granting of time off is a matter for the Council and the governing bodies of individual schools.

4.2 The Trade Union and Labour Relations (Consolidation) Act 1992 provides a full definition of the various categories of trade union official. For the purposes of this agreement, the categories below will be used.

4.3 Employees will be permitted time-off under one category only. No extra time will be granted for representatives with two (or more) union offices with the exception of Union Learning Representatives who may also have the time off for union steward or health and safety activities.

4.4 The trade unions will provide membership numbers to the Employee Relations team annually by 31 May, reflecting their membership figures as at 31 March. These will include members directly employed in all City schools and centrally employed teachers, and those employed by academies participating in the facility time arrangements. This must not include employees working on contracts at schools who are centrally employed (for example, centrally employed catering and cleaning staff), nor should it include supply teachers, other agency or casual workers or employees of non-participating academies.

4.5 Trade union time for local representatives should be recorded using the system appropriate at their location and submitted to their managers for checking.

4.6 Trade unions are required to submit annual returns of their facility hours to the Employee Relations team, to be received by 31 August each year.

Senior Representatives

4.7 Paid facility time under this Agreement applies to 'senior representatives' of the relevant trade unions. Trade unions are expected to keep the Employee Relations team informed in writing of the names and locations of their senior representatives.

4.8 The proportion of paid facility time per trade union for senior representatives will be determined pro rata, according to the membership numbers (excluding supply staff) at the schools (and academies where applicable) covered by the Agreement. This entitlement will be rounded up and awarded in half days, for which the school will be reimbursed (see Funding in 9 below).

4.9 It is for the individual trade unions to determine which of its senior representatives it wishes to receive the facility time allocated under this agreement. There is an expectation that, wherever possible, the appointed representative will work, or will have worked, in a school or academy within Nottingham City. In the case of teachers, the Conditions of Service for School Teachers in England and Wales (the Burgundy Book) says:

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 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.

Local Representatives

4.10 This Agreement does not cover the funding of local school-based representatives, operating mainly at school level and whose duties will be limited to the interests of union members within the school at which they are employed and should not amount to more than half a day per week, or two days per month.

4.11 Trade unions are expected to keep the headteacher informed in writing of the names of local representatives.

4.12 Meetings organised by school leaders, requiring the attendance of trade union representatives in order to represent their members, will be arranged within the representatives working hours, wherever possible. Reimbursement (in most cases likely to be time off) for meetings outside of normal working hours will be for schools and representatives to agree in advance of any such meetings.

Union Learning Representatives (ULRs)

- 4.13 Union Learning Representatives' main function is to advise union members about their training, educational and development opportunities and they must be sufficiently qualified to carry out this function.
- 4.14 ULRs have the same rights to paid time out for training and for carrying out their duties as representatives of other recognised trade unions, up to half a day per week.
- 4.15 Trade unions are expected to keep the Employee Relations team informed in writing of the names of all ULRs.

Safety Representatives

- 4.16 The Council allows the trade unions to appoint a Safety Representative who is allowed reasonable paid time off as required to carry out their duties, as and when required. Corporate guidelines are up to one half day per week - averaged over a rolling month, provided that the statutory provisions will be respected at all times.
- 4.17 Trade unions are expected to keep the Employee Relations team informed in writing of the names of all Safety Representatives.
- 4.18 Problems relating to time off for safety representatives will be referred to departmental safety committees.

5. REQUESTING TIME OFF FOR TRADE UNION ACTIVITIES

- 5.1 There is no funding to support additional time out for local representatives, in addition to the facility time allocation, and schools must make their own cover arrangements.
- 5.2 Employees who are not accredited trade union representatives, appointed by a recognised trade union under one of the headings in 4. above, will not normally be permitted to take time off work with pay to take part in trade union duties or activities. Where employees who are not accredited representatives but who are nominated by their trade union to take part in joint meetings or working parties, etc. (i.e. meetings attended by management representatives), requests will be considered by the headteacher. Time off will be granted where possible, provided that reasonable notice is given and dependent upon the needs of the school and frequency of requests. The trade unions agree to ensure that these situations are kept to a reasonable level.
- 5.3 Requests for time off should be forwarded to the school's headteacher (or manager for centrally employed teachers), as far in advance of the activity as possible, and should include details of the purpose, location, date, time and duration of the time required. Activities will, wherever possible, be arranged in order to

minimise any impact on normal employment and on the school. The headteacher will consider the reasonableness of the request

5.4 Wherever possible, attendance at trade union conferences and time off to speak to new starters will be contained within the allowances set out in 4. above. The City Council's 'Other Leave' provisions for maintained schools states that:

"Trade Union representatives (recognised by the City Council) may be granted paid leave to attend conferences at provincial and national level."

The granting of other leave in schools remains the decision of governing bodies.

6. TIME OFF FOR TRAINING

6.1 School trade union representatives have the right to reasonable additional paid time off for training that is relevant to their union duties and is approved by their union.

6.2 The amount and frequency should be reasonable and will be subject to similar considerations as in 5.3 above.

6.3 A representative who requests paid time off to undergo relevant training should give their headteacher or manager four weeks' notice, wherever possible, providing details of the course and a copy of the course syllabus, if requested.

6.4 Part-timers should be paid for all hours of any authorised union day release courses they attend in respect of which corresponding whole time workers would get paid release, not just for their normal part time hours.

6.5 Shift workers attending authorised union courses outside of their normal hours should be paid accordingly and granted the appropriate time off their shift.

7. TRADE UNION DUTIES

7.1 The relevant roles and duties covered by the Agreement within the City Council include:

- terms and conditions of employment, or the physical conditions in which workers are required to work
- Collective bargaining – including terms and conditions of employment, termination or suspension of employment, allocation of work or the duties of employment, disciplinary and grievance, facilities for union representatives, machinery for negotiation or consultation;
- Accompanying members at relevant stages of procedural hearings – (for example, disciplinary, grievance and sickness hearings);
- Specific consultation and negotiations – for example, TUPE and restructures
- Union learning representatives

- Equality representatives
- Health and Safety representatives

7.2 Senior representatives are required to:

- Lead on negotiations and consultation
- Represent their school employees at joint meetings including the Education JCNC, HR Working Party and other City Council working groups and forums
- Be the first line of contact in relation to school employee relations matters
- Coordinate the work of local representatives

8. PROVISION OF FACILITIES

8.1 In order for trade unions to carry out their duties efficiently and communicate effectively with their members, the following facilities will be made available at no charge, subject to availability and local restrictions:

- Accommodation for meetings and interviews so long as no additional cost is incurred (for example, out of hours lettings fees)
- Reasonable private access to telephones, email facilities and internal mail for communication of trade union business related to their members in City schools
- Space for the display of union notices in schools
- Access to photocopying facilities for a reasonable number of copies related to their members, copying in excess may be charged locally

9. FUNDING

9.1 The City Council will determine a sum of money for reimbursement to schools (and departments in the case of centrally employed teachers) for trade union facility time.

9.2 Changes to the national funding formula for schools means that monies previously retained by the local authority in order to provide facilities funding for the unions was delegated directly to schools from April 2013. Following consultation with Schools Forum, City maintained schools have agreed to dedelegate funding to support the provision of trade union representatives in schools. The extension of this arrangement is sought annually from Schools Forum.

9.3 The funding formula will be reviewed on an annual basis by the Schools' Finance team, according to participation levels and the costs to be covered for the designated representatives.

9.4 Academies in the City are invited to participate in the trade union arrangements and will be charged pro rata by the Schools' Finance team, as applicable. Academies who have agreed to participate will be deemed to be continuing for

subsequent years unless they provide 6 months' notice of the termination of their participation, to run from 1 March to 31 August. Trade unions will be advised annually of the participation arrangements.

9.5 Where academies choose not to participate, trade unions are expected to make their own agreements and invoicing arrangements for representation in these academies. The use of Council facility time is not permitted in these academies.