

NORTH AYRSHIRE COUNCIL

FACILITIES FOR UNION LEARNING REPRESENTATIVES (ULR) ACTIVITIES AND TRAINING – TEACHING STAFF

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1. INTRODUCTION

- 1.1 This document sets out the references, a statement of commitment, the notification procedure, roles, responsibilities and processes relevant in the provision of time off for activities, training and facilities in connection with Union Learning Representatives.

2. REFERENCES

- 2.1 The Employment Act 2002 provides new statutory rights for Union Learning Representatives (ULRs) effective from 27th April 2003.
- 2.2 The ACAS Code of Practice (3) Time Off for Trade Union Duties and Activities provides practical guidance on time off and training for Union Learning Representatives.
- 2.3 This Facilities Agreement incorporates the principles of the aforementioned legislation and guidance and is replicated in North Ayrshire Council's Terms and Conditions of Employment (Section 1 Employment General).

3. STATEMENT OF COMMITMENT

- 3.1 As an employer, North Ayrshire Council is committed to encourage and to enable its employees to participate in learning and development opportunities.
- 3.2 The Teaching Trades Unions are committed to encourage and to enable members to participate in learning and development opportunities.
- 3.3 North Ayrshire Council and the Trades Unions agree a joint responsibility to ensure that the arrangement works to a mutual advantage by specifying reasonable time off for Union Learning Representative activities, training and the provision of facilities. Both parties are committed to this Facilities Agreement and shall work in partnership to ensure its success.
- 3.4 The Facilities Agreement shall be reviewed no later than 31 May 2004 to generally evaluate its effectiveness, the number of ULRs and the amount of time off authorised. Any changes to the procedure shall be effective from the new school term commencing August 2004 and the content of the agreement shall thereafter be reviewed annually as noted in paragraph 8.4 below.

4. NOTIFICATION PROCEDURE

- 4.1 The Trades Unions must provide North Ayrshire Council (Personnel) with written details of elected Union Learning Representatives and stating that they have met or shall meet the training condition within six months.
- 4.2 The Trades Unions should update this information in writing either when there is a change of details or confirmed at the annual Facilities Agreement review (3.4). No access to time off for ULR activities, training or facilities shall be authorised if an individual is not included on the list.
- 4.3 Thereafter, North Ayrshire Council (Personnel) shall regularly provide the Corporate Director (Educational Services) and the Head of Educational Resources with details of the Union Learning Representative(s) within their service.
- 4.4 North Ayrshire Council (Personnel) shall monitor the numbers of ULRs and discuss any issues in this respect, with the Trades Unions. Further guidance on the agreed number of ULRs shall be available following the initial 6-month review of this Facilities Agreement.

5. ROLES and RESPONSIBILITIES

- 5.1 The Union Learning Representative's role is to be involved in one or more of the following activities.
 - Analyse learning or training needs.
 - Provide information and advice about learning or training matters.
 - Arrange learning or training.
 - Promote the value of learning or training.
 - Preparation to carry out any of the aforementioned activities.
 - Undergo training relevant to their function as a ULR.
 - Consult the employer about carrying out any such activities.
- 5.2 ULRs should only advise their own members and are therefore, not entitled to provide services on behalf of non-union members or members of other unions. A ULR may only personally advise a union member from another union in exceptional circumstances, only in the interests of practicality and where it is mutually agreed by all parties.
- 5.3 To facilitate the role, ULRs and Educational Services/Personnel management shall meet on a regular basis to discuss learning and development needs and objectives.
- 5.4 It is recognised that it is the employee's responsibility to arrange and attend learning events identified by the ULR in their own time. However, where Management agree that this development opportunity meets the business needs

of the Service, the Council shall consider authorising time off during working hours.

- 5.5 Management, ULR's and teaching staff shall be responsible for operating this agreement in accordance with the arrangements reached.

6. ULR TIME OFF

- 6.1 A ULR shall be authorised to take reasonable paid or unpaid time off during working hours, to take part in appropriate Trade Union activities as defined in **ROLES and RESPONSIBILITIES** (5.1).

- 6.2 North Ayrshire Council (Personnel) and the Trades Unions Representatives shall jointly agree specific activities which qualify for time off with pay and those that qualify for time off without pay. Initial training to qualify a ULR for undertaking ULR duties shall be accredited by the TUC and ULR's attending such a course shall receive paid time off for this training. All meetings to consult with Personnel and Service Management regarding learning and development activities shall also qualify for paid time off. Further guidance regarding paid and unpaid ULR time off to advise may be available following the initial 6-month review of the Facilities Agreement.

- 6.3 The time off agreed for ULR duties shall be undertaken on a set timetabled basis to facilitate issues such as teacher/pupil contact and absence cover.

- 6.4 Release for time off shall always be subject to the overriding exigencies of Educational Services. Where appropriate, the agreed time arrangement may also be varied to allow for such situations. Additional time off for a ULR may be granted in specific situations and agreed in advance with the Head of Educational Resources.

7. UNION MEMBER TIME OFF

- 7.1 Employees who are union members shall be entitled to reasonable **unpaid** time off to access the services of their ULR.

- 7.2 Within normal working time (i.e. outwith breaks and lunches), the union member must have authorisation from the appropriate management for unpaid time off.

- 7.3 The appropriate school manager shall advise Educational Resources (Personnel) of any unpaid time off in order that Payroll can be informed of any deductions in the teacher's salary (Appendix 1).

8. ULR TRAINING

- 8.1 ULRs are permitted reasonable paid time off during working hours, to undergo training relevant to their function as a ULR.

- 8.2 Standard ULR training must be completed either before Union Learning Representatives are elected or within 6 months of the appointment.
- 8.3 The 6-month training deadline may be extended, with the Council's agreement, if there were significant unforeseen circumstances that prevented the ULR from completing the training within the timescale. If there are no extenuating circumstances, the entitlement to paid time off ends.
- 8.4 North Ayrshire Council Management and Trades Unions Representatives shall meet annually to jointly agree the courses for which ULR's shall qualify for time off with pay, and if appropriate, courses that qualify for time off without pay.
- 8.5 At this meeting the core and additional courses, duration of and scheduling of the approved time off and the number of staff involved shall be specified.
- 8.6 All requests for ULR Training should be made using the request proforma (Appendix 2). This form should be submitted to the ULR's manager at the earliest practical date, which in normal circumstances would be three weeks notice (21 calendar days). A copy of the syllabus or prospectus indicating the content of the training course should accompany the proforma. The manager shall respond by completing and returning the response proforma not less than one working week (7 calendar days) prior to the requested time off (Appendix 3).

9. FACILITIES

- 9.1 North Ayrshire Council shall authorise ULRs to use workplace facilities to support their role where possible. Reasonable access shall be given to use IT equipment, stationery and telephones at the workplace.

APPENDIX 1

NORTH AYRSHIRE COUNCIL

EDUCATIONAL SERVICES

MEMO TO PAYROLL

**STATUTORY UNPAID TIME OFF FOR UNION LEARNING REPRESENTATIVE
ACTIVITIES**

NAME _____ **DATE** _____

EMPLOYEE NO. _____

SCHOOL _____

LINE MGR _____

Time/Date Leave Request From _____

Time/Date Leave Requested To _____

Total Number Of Time/Days Deducted _____

Employee Signature _____

Line Manager Signature _____

APPENDIX 2

NORTH AYRSHIRE COUNCIL

EDUCATIONAL SERVICES

TIME OFF FOR UNION LEARNING REPRESENTATIVE TRAINING (REQUEST)

NAME _____ **Date** _____

EMPLOYEE NO. _____

SCHOOL _____

LINE MGR _____

I am applying for statutory time off to undertake ULR training relevant to function as a ULR

(NAME OF COURSE)

I expect this activity will take (ENTER TIME) and I am providing you at least three weeks notice for time off for Training. I have attached the supporting documentation/syllabus.

Signature _____

Date _____

APPENDIX 3

NORTH AYRSHIRE COUNCIL

EDUCATIONAL SERVICES

TIME OFF FOR UNION LEARNING REPRESENTATIVE TRAINING (REPLY)

NAME _____ **Date** _____

SCHOOL _____

Your request for time to undertake training as a ULR has been:

- Authorised as (TIME) PAID leave.**
- Authorised as UNPAID leave. The reason is:**

Payroll will be informed that (TIME) will be deducted from your salary.

- NOT been authorised. The reason is:**

Line Mgr Signature _____ **Date** _____

This request must be returned one full working week (7 calendar days) prior to the requested time off.