

EAST RENFREWSHIRE LNCT AGREEMENT

THE PROVISION OF TIME AND FACILITIES FOR TEACHERS TO UNDERTAKE TRADE UNION DUTIES AND ACTIVITIES

1. INTRODUCTION AND STATUTORY PROVISIONS

This agreement outlines arrangements and procedures for teacher trade union representatives undertaking trade union duties, training and activities within the Education Department of East Renfrewshire Council. It is the Council's desired approach to actively communicate and carry out effective consultation with employees at all levels. Furthermore, it is acknowledged that in order to maintain effective relationships between employers and trade unions it is vital to be transparent about how reasonable time off for trade union duties, activities and training will work.

Employees who are union representatives of an independent trade union, recognised by their employer, have a statutory right to reasonable time off during working hours to carry out certain trade union duties and training. This is restricted to matters governed by legislation.

The time off agreed for trade union activities will depend upon the level of office and responsibilities that the trade union representative holds and this agreement seeks to provide clarity around this. For the avoidance of doubt the provisions of this agreement are in accordance with the Trade Union and Labour Relations (Consolidated) Act 1992 and the relevant amendments made by the Employment Act 2002. In addition, The Safety Representatives and Safety Committees Regulations 1977 regulation 4(2)(a) requires that employers allow union health and safety representatives paid time, as is necessary, during working hours, to perform their functions. This agreement is also produced in line with ACAS Code of Practice 3: Time off for Trade Union Duties and Activities published in 2003.

2. SCOPE

2.1 This agreement is between East Renfrewshire Education Department and the recognised teaching trade unions listed below:-

EIS	Educational Institute of Scotland
SSTA	Scottish Secondary Teachers' Association
NASUWT	The Teachers' Union
AHDS	The Association of Head Teachers and Deputies in Scotland
SLS	School Leaders Scotland

2.2 A list of all trade union representatives and their roles will be maintained and held by the Education Department. It is the responsibility of the relevant trade unions to advise the Senior Education Manager of any changes to the names and details of their representatives upon appointment or resignation or where there are amendments to their roles or responsibilities.

3. SCHOOL REPRESENTATIVES

3.1 A school representative is a member of a teacher trade union elected by members of that union within a school's staff as a lay official to carry out trade union duties such as the following:-

- a) informing union members within a school about negotiations or consultation with management;
- b) informing union members in the school about policy developments, negotiations or consultations with management/employer/government at a school, local or national level, including Working Time Agreements and Absence Cover Agreements;
- c) meetings with other representatives/lay officials or full-time union officers to discuss members' business of an employment nature and other matters;
- d) attending interviews with trade union members at school level on matters related to employment such as maximising attendance, grievance and disciplinary matters;
- e) contact with new employees or new union members with regard to the role of the trade union at school and local level;
- f) arranging for the balloting of school union members including the dissemination of related information to members prior to balloting;
- g) representation of members at formal and informal meetings with school management; and,
- h) meetings with Head Teachers/Senior Management team of the school.

3.2 To assist in the preparation and carrying out of these duties, not all of which need necessarily be carried out during the school day for pupils, the following standing weekly reduction in maximum class contact time, to be spent within the school itself, should be made. Time off should be in meaningful blocks of no less than 50 minutes. Before the start of the session, the elected representative should inform the head teacher that he/she is the school representative so that the appropriate additional time can be timetabled.

<u>No of members represented</u>	<u>Amount of facility time</u>
10 - 50	50 minutes
51 and over	100 minutes

3.3 The above allocation of time-off within the school day for TU representatives is additional to that amount of non-class contact time per week to which all teachers are entitled in terms of their conditions of service.

3.4 The granting of time-off in any given instance remains subject to the exigencies of the service but would not normally be refused. While it is a management decision, appeal may be made (see para 10 below).

3.5 Before the start of each session, head teachers should agree and timetable dates of regular consultation meetings with trade union representatives. These should be organised wherever possible to coincide with facility time.

3.6 While the time allocated above is within the pupil school day, meetings of union members should be held out with class contact time except in exceptional circumstances with the agreement of the headteacher and Education Senior Manager (Developing People). Up to three meetings of union members each lasting not more than one hour, will be allowed each session, one per term. The timing of these meetings will be agreed in advance at school level and included in the collegiate calendar. All other meetings of union members which take place in school at an agreed time and place which should be intimated to the headteacher.

3.7 It is the responsibility of the individual trade union representative to make application for time off for other individual duties and activities which may involve them being absent from school during the school day. In the first instance this should be submitted to the head teacher giving as much notice as practically possible. The granting of such additional time off remains subject to the exigencies of the service. Any time off will be deducted from the allowance at 3.2.

4. FACILITY TIME FOR TRADE UNION HEALTH AND SAFETY REPRESENTATIVES

4.1 Trade union health and safety representatives are entitled to time off in meaningful blocks to enable them to perform their role. Appropriate arrangements to enable health and safety representatives to perform their duties should be made at establishment level.

4.2 The role of a health and safety representative will include the following, which should not be seen to be exhaustive:-

- a) investigating potential hazards and dangerous occurrences and examining the causes of accidents in the workplace;
- b) investigating complaints by their members relating to health, safety and welfare at work;
- c) carrying out safety inspections including annual health and safety inspections;
- d) attending safety representatives' meetings/health and safety committee meetings;
- e) attending appropriate health and safety training, and
- f) keeping up to date with health and safety legislation, authority policy on health and safety, and liaison with senior trade union health and safety representatives and with authority health and safety officers.

4.3 The school health and safety representative should inform the head teacher that he/she is the elected representative before the start of the new session.

4.4 The health and safety representative will normally be entitled to 50 minutes per month timetabled off. Representatives should seek approval from their head teacher prior to time being taken each month. This 50 minute allocation may be utilised to deal with health and safety matters which require immediate attention but in such circumstances consideration will be given to granting time off in excess of the allocation referred to above in the month in question. Health and Safety representatives should, where possible, endeavour to carry out their duties outlined at 4.2 within their agreed timetabled allocation. Where the allocated time each month is not required for health and safety matters the head teacher should ensure that the representative uses this time for their normal teaching duties.

5. LEARNING REPRESENTATIVES

5.1 Trade union learning representatives will be a single appointment and represent the whole authority. Where and if appointed to the authority the learning representative will be entitled to meaningful time off to fulfill the requirements of their role.

5.2 The duties and responsibilities of the learning representative are as follows:-

- a) Analysing learning or professional needs of staff;
- b) Providing information and advice about all aspects of professional development;
- c) Arranging and enabling access to CLPL;
- d) Promoting the value of CLPL;
- e) Consulting and liaising with the Education department regarding matters relating to CLPL resources, activities and events;
- f) Preparation connected to any of these activities, and
- g) Undergoing relevant training and CLPL associated with the role of learning representative.

5.3 The learning representative will be allocated 0.1 FTE facility time at the discretion of the Education Department provided that the trade union has given the department notice in writing that the employee is the learning representative of the trade union and that the employee is sufficiently trained and competent in this area of expertise as laid down in the ACAS Code of Practice 3: Time off for Trade Union Duties and Activities

6. LOCAL ELECTED OFFICIALS

6.1 A local elected official is a member of a teacher trade union local association, working specifically within East Renfrewshire as a lay official of the association, whose duties may include the following:

- a) informing union members within the local association about negotiations or consultation with management;
- b) meetings with members in situations where industrial relations issues require consideration prior to, during or following consultation with representatives of the authority as employer;
- c) meetings with members of the education department directorate, support staff or other authority representatives;
- d) meetings with other lay officials or full time union officers to discuss business of an industrial relations nature; and
- e) meetings with, and on behalf of, union members at authority level on grievance and disciplinary matters.

6.2 Timetabled time off with pay, to carry out the duties described in section 6.1, will be agreed between the relevant trade unions and the Director of Education or Education Senior Manager (Developing People). Up to three office bearers of an association may be nominated by that association each session as qualifying for a share of this time for which cover will be centrally funded. The distribution of the time off will be agreed in conjunction with the Director of Education or Education Senior Manager (Developing People). At the

present time the Education Department fund 1.0 fte for EIS office bearer and 0.1 fte for a secretary to undertake administrative duties associated with the duties of the office bearer (to include job sizing responsibilities), and 0.2 fte for SSTA office bearer. This allocation of facility time is subject to annual review and amendment by the Department and appropriate notice will be given to the relevant trade union should the Department see the necessity to amend the time allocated.

6.3 This arrangement does not preclude the involvement of local elected officials on trade union duties beyond this aggregated amount of time in any given week provided that beyond the stated limit classes are covered internally by the school staffs concerned. In each case, permission must be sought from the Head Teacher of the establishment in which the elected official is employed.

6.4 The granting of time-off with pay in any given instance remains subject to the exigencies of the service but would not normally be refused. While it is a management decision, appeal can be made (see para 10 below).

7. LNCT/JCC AND INVOLVEMENT ON NATIONAL BODIES

7.1 This category covers any member of a teacher trade union elected as:-

- i) a member of East Renfrewshire LNCT (TS)
- ii) a member of East Renfrewshire 1st Tier JCC
- iii) a member of the national body of the union
- iv) a union representative on the SNCT (TS)

to carry out trade union duties such as the following:-

- a) informing union members within the local association about policy developments, negotiations or consultation with management/employer/government at a local or national level;
- b) meetings with members in situations where industrial relations/employment issues require consideration prior to, during or following consultation with representatives of the authority as an employer;
- c) formal and informal meetings with members of the education directorate, support staff or other authority representatives, and meetings such as 1st tier JCC, Trade Union Management meetings, JTUC or LNCT (including pre-meetings which shall be limited to a maximum of 90 minutes inclusive of travel time);
- d) meetings with other lay officials or full time union officers to discuss business of an industrial relations nature;
- e) attending meetings of the union's national body or its sub-committees when business of an industrial relations or educational nature is to be transacted;
- f) attending meetings of the SNCT and any working groups thereof, including meetings of the teachers' side only.

7.2 Cover for these duties, if required, will normally be provided and funded centrally on the understanding that where a suitable replacement teacher cannot be provided, cover will be undertaken internally by staff of the school and appropriate union concerned.

7.3 The granting of time off is subject to the exigencies of the service but would not normally be refused.

7.4 The council hereby agrees to ensure that adequate paid time off shall be granted to all union representatives on the LNCT, 1st Tier JCC and Trade Union/Management meetings including up to 5 days per year time off in total (not per individual), to prepare for these meetings and inclusion in any working groups. Particular consideration shall be given to the amount of time off required by the LNCT Teachers' Side Joint Secretary, as well as the necessary facilities covered by ACAS Code of Practice No 3.

7.5 It will be the responsibility of the teachers side of the LNCT to advise the Education Senior Manager (Developing People) of the individual time to be allocated and taken by each member of the LNCT referred to in 7.4 above for pre meetings and attendance at for the forthcoming academic year by the subsequent June. The Education Senior Manager (Developing People) will agree any subsequent time off for working groups or sub groups to the LNCT.

7.6 Where a teacher is elected to high office in a union e.g. President of a national body it is in the first instance for the trade union to allocate days from their overall provisions. However in exceptional circumstances, additional paid leave may be granted by the Director of Education to allow the wider duties of the post held to be undertaken effectively.

7.7 Where a teacher is appointed by the trade union to represent it on an outside body such as the GTCS or SQA, or committees of these or other bodies of a professional nature, paid time for attendance shall normally be granted subject to the exigencies of the business and the prior agreement of the Education Senior Manager (Developing People).

7.8 Teachers appointed by a trade union as delegates to the AGM of the trade union, STUC Congress and TUC Congress will also be granted paid time off.

8. FACILITIES FOR TRADE UNION REPRESENTATIVES, HEALTH AND SAFETY REPRESENTATIVES AND LAY OFFICIALS

8.1 The authority shall provide, where the resources exist in each school or other workplace, reasonable facilities for telephoning in privacy, for preparation of materials, space for storage provided by the union, and for duplicating facilities as may be reasonably requested. The authority reserves the right to recover any costs incurred from the trade union concerned.

8.2 The authority will provide the Local Elected Official the facility to use office accommodation within Arthurlie House to undertake his/her trade union duties (this will be reviewed on an annual basis)

9. TRAINING IN TRADE UNION MATTERS

9.1. Trade union representatives, health and safety representatives and lay officials shall be entitled, subject to the exigencies of the service, to time-off for appropriate training in trade union matters. The Education Senior Manager (Developing People) will authorise all reasonable time off for such training, following a request made to the appropriate headteacher for the aforementioned time off.

10. APPEALS PROCEDURE

10.1 Disputes relating to the operation of this agreement should be resolved by means of the normal procedure for settling grievances set out in LNCT/12. Exceptionally, should a dispute arise in relation to the granting of time off within the scope of this agreement in circumstances where delay would render void the initial request for time off, then the matter should be raised directly by the union's local association secretary with the Education Senior Manager (Developing People) who will conduct a review of the position as a matter of urgency. If the teacher involved continues to remain dissatisfied then a grievance may be raised under the grievance procedure.