

**SWINDON BOROUGH COUNCIL
DRAFT MODEL TIME OFF AND FACILITIES AGREEMENT
FOR SCHOOLS AND ACADEMIES**

1. Purpose

- 1.1 The purpose of this agreement is to provide a framework agreement between Swindon Borough Council, its Maintained schools, Academies and the recognised Trade Unions.
- 1.2 It will provide Local Authority officers, Head Teachers, Governing Bodies and Trade Union representatives with clear guidelines under which requests for time off and other facilities will be determined.
- 1.3 Its aim is to facilitate and improve consultation and employee relations within the Council and within individual schools and Academies.

2. Scope

- 2.1 The principles in this agreement are based primarily on the ACAS Code of Practice on Time Off for Union Duties and Activities. This agreement has been drawn up in accordance with the Trade Union and Labour Relations (Consolidation) Act 1992, The Employment Act 2002 and the ACAS Code of Practice on Time Off for Trade Union Duties and Activities.
- 2.2 This agreement commences 1 April 2012 and replaces all other previous agreements.

3. Applicability

- 3.1 This agreement applies to Trade Union stewards, Safety representatives and Union Learning representatives elected or appointed by Unison, GMB, ATL, NASUWT, ASCL, NUT, NAHT.
- 3.2 The above Unions are recognised for the purposes of local consultation and representation of their members at internal hearings and appeals.
- 3.3 Elected representatives of these Unions who are employees of Academies within the boundary of Swindon Borough Council are recognised for the purposes of consultation and representation of their members at internal hearings and appeals.
- 3.4 Representatives of other Trade Unions, who are not recognised by the Council, may represent their members at formal hearings but will not be recognised for any other purpose.
- 3.5 Time off provisions for Trade Union officers and stewards who are employees in schools will apply only where the Governing Body has adopted this agreement.

4. General Principles

- 4.1 The Council and the school/Academy recognise the statutory right for Trade Union officials to take reasonable paid time off from their normal duties to carry

out Trade Union duties and to undertake Trade Union training. This right is regardless of length of service.

- 4.2 The Council and the school/Academy recognise that Trade Union representatives are also able to take reasonable unpaid time off when taking part in Trade Union activities.
- 4.3 Time off will not be refused unreasonably. Consideration must be made of the impact on service delivery and compromise may be necessary on both sides.
- 4.4 An employee will not be discriminated against or disadvantaged because of his/her Trade Union duties or activities.
- 4.5 The Council and Trade Unions will agree the total number of representatives, stewards, Safety representatives and Union Learning representatives.

5. Roles and Responsibilities – Trade Unions

- 5.1 The function of representatives and officials includes:
- To be responsible to and for a group of members;
 - To undertake employee relations duties, including members' grievances, discipline, learning, health and safety, equal opportunities, service conditions, and any other relevant matters;
 - To communicate with members and to communicate with management, joint negotiating bodies and with the relevant Union bodies;
 - To represent the Union in the joint negotiating and joint consultative machinery at local, regional, and national level;
 - To meet with other representatives, officials or full-time Union officers on matters covered by this agreement;
 - To attend meetings of the Union of which the person is a representative or of which she/he is an official;
 - To seek to ensure that agreements are adhered to;
 - To organise meetings of members during working hours in accordance with the ACAS Code of Practice and any prevailing local agreements.
- 5.2 The Trade Unions will endeavour to provide sufficient trained representatives for their membership.
- 5.3 Trade Union representatives will arrange their Trade Union duties so as to cause minimum interference with the running of their school and the work of colleagues.
- 5.4 Trade Union representatives will provide the maximum notice possible to their Head Teacher or Governing Body when time off is required.

- 5.5 Regional representatives will notify the Head of People & Change of the appointment, election and resignation of Trade Union officers, stewards, Safety representatives and Learning representatives. Each Union is responsible for ensuring that an up-to-date list of all representatives is maintained.
- 5.6 Stationery, incidental material and resources will be funded by the Trade Union. Travelling costs and expenses for Union training and/or conferences will be met by the relevant Trade Union.
- 5.7 Should Trade Union representatives wish to meet with groups of their members on a school or Council site, agreement should be sought from the Head Teacher of the school or the Schools HR Manager prior to the meeting taking place. Governors should also be informed. Reasonable notice of the meeting should be given.

6. Time off provisions

- 6.1 Requests for time off for school representatives will be made in accordance with arrangements made locally between Union representatives and their Head Teacher/Governing Body.
- 6.2 Time off arrangements should not result in detriment to service delivery of the Council or the school.
- 6.3 Accredited representatives are permitted paid time off during working hours to carry out duties that are concerned with any aspect of collective bargaining and representation of individual members, including:
- terms and conditions of employment including physical working conditions;
 - engagement, termination or suspension of employment and the duties of employment;
 - allocation of work or the duties of employment as between employees or groups of employees;
 - discipline and grievance;
 - activities associated with Trade Union membership;
 - facilities for officials of the Union;
 - machinery for negotiation or consultation and other procedures; procedures for collective bargaining, disputes, joint consultation, communicating with members and other Trade Union officers.
- 6.4 Trade Union Safety representatives are permitted time off with pay for the purposes of:
- performing their functions under health and safety legislation;
 - undergoing training to carry out their duties and responsibilities;
 - attending health and safety meetings at local, regional and national level.

- 6.5 Union Learning representatives are entitled to take reasonable time off for the purposes of:
- identifying and analysing learning or training needs;
 - providing information and advice about learning or training matters;
 - arranging learning or training;
 - promoting the value of learning and training;
 - consulting management in relation to such activities;
 - preparation in relation to such activities;
 - undergoing training to carry out their duties and responsibilities.
- 6.6 Paid time off will therefore be granted to carry out the duties outlined above as follows:
- To representatives of recognised Trade Unions to attend relevant training which has been agreed in advance;
 - To nominated representatives of recognised Trade Unions to attend consultative meetings at school or corporate level;
 - To enable senior elected representatives of recognised Trade Unions to carry out their Trade Union duties in respect of:
 - meetings requested by Head Teachers or officers;
 - representation of employees in matters that could affect their employment (eg, disciplinary/capability procedures, redundancy and grievances);
 - collection and communication of employee views and comments.
- 6.7 Paid time off will not normally be granted to a representative of a particular Trade Union to attend its annual conference. Unpaid time off may be granted. Applications to attend a conference must be made to the representative's Head Teacher. If the application is refused the Head Teacher will notify the Schools HR Manager. If reasonable notice has been given all efforts should be made to release the employee to attend the conference.
- 6.8 Salary will not be paid to representatives who undertake Trade Union duties outside of their normal working hours.
- 6.9 Paid time off will not be permitted for the furtherance of industrial action.
7. **Financial Arrangements**
- 7.1 The centrally retained DSG budget will fund three teacher Union representatives for one day a week (actual salary costs for 6.5 hours per week, 39 weeks per year). This arrangement will be reviewed annually and reported to the Schools Forum.
- 7.2 Academies will receive a share of this budget through the Local Authority Central Spend Equivalent Grant (LACSEG) process. Therefore, Academies wishing to subscribe to this agreement will be required to contribute this share of the funding.

- 7.3 The Council will pay the appropriate amount into the relevant school cost centre provided by the employing school. Where the representative works at an Academy, the agreed amount should be invoiced to the Council. Where the representative is a supply teacher, they will be required to complete timesheets.
- 7.4 Representatives are expected to record the time that they spend on Trade Union activities as the Authority can request to see relevant records. Records should include the date, time and length of Union meetings and the name of the school at which the member is employed.
- 7.5 The school/Academy will use the facilities grant provided to them to arrange cover for the absence of the individual undertaking Trade Union duties.

8. **Review**

- 8.1 The Council recognises the continued need to monitor and review time off and facilities funding for school/Academy based Trade Union representatives.
- 8.2 Schools HR is responsible for reviewing and maintaining this agreement.
- 8.3 Any changes to this agreement are subject to the agreement between all parties.
- 8.4 The Council, school, Academy or Trade Unions may at any time give three months' notice of their intention to withdraw from this agreement.