

# The Provision of Time Off for Teachers for Trade Union Duties and Activities

## I. INTRODUCTION

This agreement outlines arrangements and procedures for trade union representatives undertaking trade union duties, training and activities and the notification procedures for changes to the role or details of trade union representatives.

## 2. NOTIFICATION AND ACCREDITATION

2.1 A list of all trade union representatives and their roles will be maintained and held by Education Services, Human Resources. The trade union should inform the Education Services HR Manager in writing of any changes to the names and details of their representatives.

2.2 This will include appointment or resignation, any new roles or responsibilities undertaken and any changes to the roles of union representatives where they carry out special duties or functions. Additionally, to ensure the lists of union representatives are correct and up to date they will be reviewed annually by Education Services, Human Resources and sent to the appropriate trade unions for review.

## 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 as follows:

3.1.1 Keeping members informed of policy developments, negotiations and consultation which occur between union and management/employer/Government at school, local and national level, including Working Time Agreements and Absence Cover Agreements;

3.1.2 Meetings with other representatives/lay officials or full-time union officers to discuss members' business and other matters;

3.1.3 Interviews with members at school with regard to advice, attendance management, grievance and disciplinary procedures;

3.1.4 Contact with new teachers or new members with regard to the role of the union at school and local level;

3.1.5 Dissemination of information and publicity with regard to election and ballots;

3.1.6 Representation of members at formal and informal meetings.

3.1.7 Meetings with Head Teachers.

## 4. TIME OFF FOR SCHOOL REPRESENTATIVES/CONSULTATION ARRANGEMENTS AT SCHOOL LEVEL

4.1 A reduction in class contact time will be afforded to each representative to assist in the preparation and undertaking of these tasks although not all duties will necessarily be undertaken during the normal pupil school day. All time taken by trade union representatives at school level will be deducted from the allocation noted immediately below or the allocation given at 7.1 to be confirmed by the trade union concerned.

Number of members represented	Reduction in class contact time per week
8-20	40 minutes
21-40	60 minutes
41-60	80 minutes
61 and over	100 minutes

4.2 This time-off will be allocated in meaningful blocks of time of no less than 30 minutes.

4.3 The granting of time off in any given instance remains subject to the exigencies of the service but would not normally be refused.

- 4.4 While the time allocated is within the recognised school day, meetings of union members will normally always be held outwith the school's class teaching time except in exceptional circumstances with the agreement of the Head Teacher.
- 4.5 There is also an additional facility to request a union meeting during in-service days up to a maximum of three per session for up to one hour. These meetings would be arranged in advance with the agreement of the Head Teacher. Similarly, all school/establishment branch meetings of union members which take place in school at an agreed time and place would be intimated to the Head Teacher.
- 4.6 It is the responsibility of the teacher trade union representative to make application for leave for other individual duties and activities which may involve him/her being absent from school during the school day. In the first instance, this should be submitted to the Head Teacher. The granting of such additional time off remains subject to the exigencies of the service but would not normally be refused. Any such time off will be deducted from the allowance at 4.1 or 7.1, except where 7.6 applies.
- 4.7 Before the start of each session, Head Teachers should agree dates of meetings with teacher trade union representatives for at least four consultation meetings over the course of the session.
- 4.8 Before the start of each session, Head Teachers should also agree dates of meetings for any staff consultative meetings with the teacher trade union representatives, representatives of support staff trade unions, and with Learning and Health and Safety representatives.

## **5. TIME OFF FOR TRADE UNION HEALTH AND SAFETY REPRESENTATIVES**

- 5.1 The functions of a health and safety representative include the following, which should not be seen as an exhaustive list:
- 5.1.1 Investigating potential hazards and dangerous occurrences and examining the causes of accidents in the workplace;
  - 5.1.2 investigating complaints by the employees within their area of representation relating to health, safety and welfare at work;
  - 5.1.3 carrying out safety inspections including Annual Health and Safety Audit;
  - 5.1.4 attending health and safety committee meetings;
  - 5.1.5 making representation to management on general matters affecting the health, safety and welfare at work of employees in the workplace;
  - 5.1.6 attending appropriate health and safety training courses, and
  - 5.1.7 keeping up to date with Health and Safety legislation, authority policy on Health and Safety, and liaising with authority Health and Safety Officers.
- 5.2 Trade Union Health and Safety Representatives will normally be entitled to 40 minutes per week timetabled time off. This 40 minute allocation does not include dealing with Health and Safety matters which require immediate attention. In exceptional circumstances this may lead to time off in excess of the allocation as outlined above. Health and Safety representatives should nevertheless, where possible, seek to carry out the duties outlined in 5.1 above within the timetabled allocation. Where the allocated time is not needed to carry out duties in relation to Health and Safety matters, then the representative should use this time for teaching duties as per NCCT time.
- 5.3 Where it is not possible to carry out the duties listed in 5.1 above, within the 40 minute allocation, internal cover will normally be provided for recognised Trade Union Health and Safety Representatives when their duties require them to be absent from class e.g. in emergency situations or for meetings with Head Teachers or authority Health and Safety Officers visiting the establishment. In exceptional circumstances external cover may be arranged at the discretion of the Executive Director of Education.
- 5.4 Head Teachers should arrange with Trade Union Health and Safety Representatives to have a Joint Trade Union Annual Health and Safety Audit. This audit should involve Health and Safety Representatives from all recognised teacher and support staff trade unions at establishment level. This should normally take place during the summer term. The results of this audit should be considered on the agendas of establishment level Health and Safety Committees. All work and preparation required for this audit must be carried out within allocation as per 5.2 above.

5.5 External cover will be provided if required, for attendance at authority organised meetings, authorised training courses or meetings/conferences where attendance relates to the functions of two Health and Safety Representatives, one on the Corporate Health and Safety Group and the other on the Education Health and Safety group. It is the responsibility of the teacher to make application for leave for individual duties and activities, which may involve absence during the school day. Requests should be submitted to the Head Teacher timeously. Time off for attendance at these meetings will be deducted from the allocation at 7.1 below.

## **6. TIME-OFF FOR LEARNING REPRESENTATIVES**

- 6.1 The duties and responsibilities of the Learning Representatives are as follows:
- 6.1.1 Analysing learning or professional needs of staff.
  - 6.1.2 Providing information and advice about all aspects of professional development.
  - 6.1.3 Arranging and enabling access to CPD
  - 6.1.4 Promoting the value of CPD.
  - 6.1.5 Consulting and liaising with Education Services regarding matters related to professional and staff development resources, activities and events.
  - 6.1.6 Preparation with regard to any of these activities.
  - 6.1.7 Undergoing relevant training and professional development associated with the role of Learning Representative.
- 6.2 Learning Representatives are allocated 0.1 FTE facility time although not all duties will be undertaken during that time. There will be a maximum of five learning reps. additionally; the Learning Representative(s) has the facility of up to three days for their own national training and professional development, not to be deducted from any other allocation of time off within this agreement.

## **7. LOCAL ASSOCIATIONS – TIME OFF ARRANGEMENTS**

7.1 For the period running from April to March of each year Teachers' Trade Unions will be allocated 450 days to support local professional association duties and responsibilities.

7.2 It will be for the teachers' trade unions representation on the LNCT, to determine how this time allocation will be distributed across the recognised professional associations.

7.3 Within the overall allocation of 450 days, the allowance will cover:

- Local association secretarial requirements
- Local association elected representative requirements
- Participation in national trade union events/activities
- Attendance at national committees/sub committees
- Attendance at national events in the role of national elected representative(s)
- Attendance at AGMs of trade union bodies
- Acting on behalf of members in disciplinary or grievance hearings, and Employment Tribunals including preparation and de-briefing.
- Consequential meetings with members to obtain or relay information on collective bargaining and employee relations matters.
- To attend and prepare for meetings such as Health and Safety Meetings, The Teacher's Consultative Forum, joint working groups, the LNCT and other such working groups and trade union meetings within schools.

7.4 A further 20 days are allocated to trade union representatives specifically to carry out work and meetings relating to the JTCF and in order to facilitate the LNCT.

7.5 Union representatives should be flexible in seeking time-off in circumstances where the immediate or unexpected needs of the service make it difficult for colleagues and managers to provide cover in their absence. Equally, managers should recognise the mutual obligation to facilitate the union representative in undertaking their duties.

7.6 It is recognised that occasionally external cover will not be necessary where cover can be provided internally or may not be necessary e.g. the trade union representative may not be class committed. The amount of time off granted in these circumstances must be reasonable and will not normally be deducted from any other allocation of time-off within this agreement.

7.7 It will be the responsibility of the Teachers' side of the LNCT to advise the Executive Director of Education as follows:

7.7.1 The distribution of the time off allocation between the recognised Teachers' Trade Unions.

7.7.2 Fixed time allocations will be notified in advance of the start of each financial year so that the appropriate school budget can be adjusted accordingly. Normal communication protocols through schools should be adopted when allocating flexible time during the financial year. Any amendments to time allocated should be made as and when required.

7.7.2 Updated records of fixed and flexible time allocated against the 450 and 20 day allocation should be recorded by the Trade Union as planned/taken and communicated to the Executive Director of Education as part of the regular LNCT meetings. This information should include the name of the representative attending so that time off can be appropriately and accurately recorded.

7.7.3 In addition, time off for training in trade union matters will also be granted as per section 9 below and should be recorded and communicated to the Executive Director of Education as per 7.7.2 above.

## **8. HIGH OFFICE**

Where a member of the teaching staff has been elected to high office e.g. President, Vice-President, Convenorship of a national body, it is for the trade union concerned, in the first instance, to allocate days from the overall provision of 450 days. However, in exceptional circumstances, a request may be made for additional leave and cover to the Executive Director of Education. Any additional leave granted will be at the discretion of the Executive Director of Education.

## **9. TIME OFF FOR TRAINING**

Trade union lay officials and representatives will be entitled, subject to the exigencies of the service, to reasonable time off with cover for relevant training in trade union matters. The Executive Director of Education will determine

what is reasonable and names, dates and time-off will be intimated in advance to the Head Teacher and to HR and will be included in the information to be submitted as at 7.7.3 above.

## **10. FACILITIES FOR UNION REPRESENTATIVES**

Where practical union representatives should have access to facilities necessary for them to perform their duties efficiently and communicate effectively with their members and colleagues union representatives, local secretary and full-time officers e.g. e-mail, internet and access to telephone, use of notice boards. When using facilities provided by the employer for the purposes of communication with their members or their trade union, union representatives must comply with agreed procedures and Council Policies in respect of use of such facilities, consistent with the responsibilities of employer and union representatives as outline in ACAS Code of Practice 3, including matters of confidentiality and protection from intrusion.

## **11. CONCILIATION**

The trade union side of the LNCT will not exceed the number of days allocated without the prior consent of the Executive Director of Education. Where, in any given year time off or cover exceeds the stated allocation, the individual trade union will reimburse the Council according to agreement.

## **12. APPEALS PROCESS**

When a dispute results in relation to requests for a representative to undertake trade union duties, activities or training, these should be progressed through LNCT 13, Grievance Procedures, only when the terms of this agreement have been breached or a dispute arises at school level as per section 4 above. Any dispute between the various trade unions regarding the distribution of the allocation of days will be resolved by the Teachers' side of the LNCT.

This agreement is consistent with and without prejudice to those provisions outlines in the Trade Union and Labour Relations (Consolidation) Act 1992 with regard to time-off for trade union duties and activities.

© Glasgow City Council Education Services, October 2011

This Policy has been agreed by the Glasgow LNCT and approved by the Education Children and Families Policy Development Committee