

## Trade Union Facilities Agreement (Teaching)

The Trade Union Facilities Agreement outlines the Council’s approach to employee relations and the agreement between the Council and the Trade Unions in respect of teaching staff in maintained schools.

**Support staff in maintained schools are covered by the main Council Facilities Agreement.**

<p><b>Policy Statement</b></p>	<p>This agreement outlines Southampton City Council’s approach to employee relations between the Council and the recognised Trade Unions in respect of teaching staff in maintained schools and covers the following:</p> <ul style="list-style-type: none"> <li>• National Education Union (NEU)</li> <li>• National Association of Schoolmasters Union of Women Teachers (NASUWT)</li> <li>• Association of School and College Leaders (ASCL)</li> <li>• National Association of Head Teachers (NAHT)</li> <li>• The Voice</li> </ul> <p>These recognised bodies, collectively referred to as “the unions”, represent staff covered by the ‘Conditions of Service for School Teachers in England and Wales’ (Burgundy Book) and the ‘School Teachers’ Pay and Conditions Document 2018’</p> <p>Within the agreement the following are clarified:</p> <ul style="list-style-type: none"> <li>• informal discussions and formal consultation and negotiation arrangements</li> <li>• a confirmed Facilities Agreement including reasonable time off arrangements (the statutory right for Trade Union representatives) to enable elected representatives to carry out trade union duties and undertake approved learning</li> <li>• a learning agreement.</li> </ul> <p>It aims to bring clarity of roles and responsibilities and help ensure that employees are treated reasonably, with respect and fairness and have a ‘voice’ in key employment related issues.</p>
<p><b>Approach</b></p>	<p>Dialogue within this agreement is based on an open approach which encourages solution focused discussions and reflects the Council’s values.</p> <p>A prerequisite of the involvement of all parties will be a commitment to ensuring positive and constructive input based on behaviors centered on transparency, integrity and a genuine commitment to working together as a team for Southampton City Council to resolve issues. Both management and Trade Unions will strive to make the Council an exemplar of good employment practice and a progressive force in shaping innovative and creative solutions to employment related challenges.</p> <p>The Council and the Trade Unions recognise the need for a more pragmatic and joint approach towards employee relations. This approach will be underpinned by the</p>

	<p>commitment from the Council to ensure that consultation, negotiation and communication with the Trade Unions is undertaken at the earliest possible opportunity.</p> <p>An effective relationship with the Trade Unions does not remove the right of leaders and managers to manage and take those difficult decisions. However, it does expect a genuine commitment to ensuring that the views of staff are sought and considered before decisions are taken, which may impact upon them.</p> <p>A formal structure of the Council meeting with Union representatives through the Teaching Liaison Panel (TLP) at least once a term will be maintained. .</p>
<p><b>Union representative roles</b></p>	<p>The main roles are:</p> <ul style="list-style-type: none"> <li>• <b>Trade Union workplace reps or stewards</b> are employees elected by union members to represent them on local issues within Southampton.</li> <li>• <b>Branch based representatives</b> are seconded to a role within the branch and undertake casework in areas where there are no local union representatives or to represent the union in a specialised discipline (Health &amp; Safety or Equalities for example) and engage / participate in negotiation or consultation directly with the employer.</li> <li>• <b>Union Learning Representatives</b> are employees and trade union representatives selected by their union to advise their members and other employees on learning and development options, on either a part-time or full-time basis.</li> <li>• <b>Safety Representatives</b> are employees and trade union representatives selected by their union to represent their members and other employees on safety matters on a part-time basis.</li> </ul> <p>As part of this agreement the recognised Trade Unions will:</p> <ul style="list-style-type: none"> <li>• ensure that union representatives are aware of their role, responsibilities and functions</li> <li>• inform management, in writing, as soon as possible of appointments or resignations of union representatives</li> <li>• ensure that union representatives receive any appropriate written credentials promptly</li> <li>• ensure that employers receive details of the functions of union representatives where they carry out special duties or functions.</li> </ul>
<p><b>Appointments</b></p>	<p>Trade Unions will work towards electing representatives to reflect the make-up (proportionality) of membership across the Council and schools. On the successful appointment of a Branch official (including Union Learning Representative and Health &amp; Safety Officer), workplace representative the Branch will notify the Council of the successful candidate, their role, duties and responsibilities and any facility time that will be required in order to fulfil the requirements of the role. For posts that are elected on a periodic basis, upon loss of office the employee will return to the post previously occupied, or if this is no longer practicable, to an equivalent position unless otherwise agreed.</p>
<p><b>Development</b></p>	<p>Trade Union representatives, regardless of their work pattern, hours or status (part time, full time, fixed term, casual working etc.), will have access to relevant learning and development that enables them to perform their Trade Union duties effectively. Such learning and development will be arranged and funded by the Union at a suitable venue. The Branch will maintain and review a list of accredited representatives which will be provided upon request. Representatives may also have access to appropriate parts of the Council's Learning and Development programmes.</p> <p>Workplace representatives will be permitted to paid time off to undertake learning and development (approved by their Union or the TUC) relevant to their Trade Union duties and activities as per section 168(2) of the Trade Union and Labour Relations (Consolidation) Act 1992.</p>

	<p>Union Learning Representatives are entitled to relevant learning and development which enables them to carry out their Trade Union duties under section 43 of the Employment Act 2002. Safety representatives will be allowed training in relation to their role under Safety Representatives and Safety Committees Regulations 1977.</p>
<p><b>Trade union duties and activities</b></p>	<p>Trade Union duties and activities are those which members and representatives are allowed time off with full pay regardless of their work pattern, hours or status (part time, full time, fixed term, casual working etc.) for Union related duties and commitments including:</p> <ul style="list-style-type: none"> <li>• Teachers' Liaison Panel (TLP) meetings (outlined below)</li> <li>• Consultation meetings with managers and Council officers that affect teaching staff in Southampton maintained schools such as: TUPE transfers, restructures, redundancies and policy consultation</li> <li>• Workplace meetings to discuss issues affecting teaching staff in Southampton maintained schools.</li> <li>• Meeting with Union representatives to discuss issues relevant to teaching staff in Southampton maintained schools.</li> <li>• Meetings with members for individual advice or representation (where appointed as a workplace representative) where the individual works in a maintained school.</li> <li>• Preparation to represent members including collating information relevant to their case;</li> <li>• Meeting with union officials from the regional and national offices</li> <li>• Voting in union elections</li> <li>• Access to services provided by a Union Learning Representative or a Health and Safety Representative.</li> </ul> <p>Additionally, Health and Safety representatives are entitled to paid time off to:</p> <ul style="list-style-type: none"> <li>• investigate complaints, possible hazards and dangerous incidents;</li> <li>• represent staff in talks with the employer or the Health and Safety Executive (HSE) or other safety or environmental enforcement agencies;</li> <li>• take part in risk assessments and to be consulted upon the arrangements for health and safety.</li> </ul> <p>Union Learning Representative (ULR) are also allowed paid time off to perform the following functions in relation to their ULR role:</p> <ul style="list-style-type: none"> <li>• analysing learning and development or training needs</li> <li>• providing information and advice about learning and development or training matters</li> <li>• arranging learning and development or training</li> <li>• promoting the value of learning and development or training</li> <li>• consulting the employer about carrying on any such activities</li> <li>• preparation to carry out any of the above activities</li> <li>• undergoing relevant learning and development or training.</li> </ul> <p>To effectively represent the wider views of members, members of the branch can have agreed paid time off to attend annual conferences throughout the year. These include national and local government conferences but also conferences such as LGBT, Women's and Black Members' conferences that encourage participation from groups that may be less frequently heard in the workplace. Southampton City Council recognises the importance of encouraging participation in these annual conferences and the benefit it can have on the workforce. Branch officials should discuss required time off with their service line manager and confirm approval prior to the required absence.</p>

	<p>Workplace representatives can also attend constitutional committees established by unions during their working hours with pay, in order to organise and represent members both nationally and within a geographical region.</p> <p>Members, Representatives and Officials will also be entitled to paid time off for any travel time incurred in attending or participating in trade union activities.</p>
<p><b>Teachers Liaison Panel (TLP)</b></p>	<p>The Council will meet with representatives of the recognised teaching trade unions once a term as outlined in the Terms of Reference for the Teaching Liaison Panel (TLP). The will provide a forum for the following to take place:</p> <ul style="list-style-type: none"> <li>• Management representatives to consult the Trade Union representatives on changes to the Council model school policies which will have an effect in schools;</li> <li>• Management representatives to consult the Trade Union representatives on the implementation of relevant policies of the City Council, or changes in national terms and conditions of employment which will have an effect in schools;</li> <li>• Trade Union representatives to raise matters of procedure. Individual cases will not be discussed at the TLP unless a matter of procedure relevant to future cases is raised, and anonymity is maintained.</li> <li>• Trade Union representatives to suggest changes to working practices or the policies of the Council recognising the position of individual governing bodies.</li> <li>• If the Trade Union side or the Management side wish to negotiate a formal change to terms and conditions of employment, an agreed position will be reached and submitted to Schools Forum for ratification.</li> </ul> <p>A representative from Health &amp; Safety will be part of this meeting in order for Health &amp; Safety issues to be discussed</p>
<p><b>Funding</b></p>	<p>The Council operates a Trade Union Facilities Fund to support the release of local representatives of the recognised trade unions. This is funded by schools in the City that agree to contribute. The formula used to calculate to schools is numbers of pupils on roll per school multiplied by £3.06 for the teachers pool and separately £0.54 for the support staff pool. The teacher pool are is historically based on the total salary cost of the local representatives of the main teaching unions divided by numbers on roll for the whole city to give a 'cost per child' figure of £3.06 . The support staff pool is estimated on a similar basis. Each school is then charged by numbers on roll multiplied by £3.06 and £0.54 respectively. The two separate pool participation sums will be reviewed on an annual basis and any proposed changes to the teachers pools will need to be discussed and agreed at both TLP and Schools Forum and the support staff at the JCG, TLP and Schools Forum.</p> <p>The £3.06 charge will be allocated to the teaching union facilities fund and will be apportioned according to teacher membership numbers of the recognised teaching unions and professional bodies (NEU, NASUWT, NAHT and ASCL).</p> <p>The remaining 54 pence will be for unions who need to represent support staff members in Southampton schools and is managed separately from the teaching facilities fund. The charge will be allocated to unions representing support staff members apportioned according to support staff membership of the relevant unions and professional bodies(Unison, GMB, Unite and support staff membership in recognised teaching unions)</p>

	<p>This formula is applied for schools with de-delegated budget - currently this is Primaries. For these schools this is agreed at Schools Forum on an annual basis. The rest of the budget is made up from Schools (currently Secondaries, Special Schools, Free Schools and Academies) that sign up to a Service Level Agreement.</p> <p>There remains an issue of a number of schools opting not to contribute to the fund. Whilst SCC cannot force schools to contribute it endorses the many benefits of working with local representatives of our recognised unions to resolve issues more quickly and ensure staff have the appropriate representation available to them. It is believed that the facilities fund should, therefore, only be available for the benefit of schools that contribute and any claims received for the benefit of schools not contributing will not be authorised (unless agreed in advance by the union concerned).</p>
<p><b>Allocation of Funding</b></p>	<p>The teacher facilities fund will be allocated to the recognised teaching unions on a percentage basis according to membership numbers for the following unions</p> <p>NASUWT NEU NAHT ASCL</p> <p>To assist with the administration of this the trade unions will provide membership numbers to the Schools HR Lead in the Council annually by 31<sup>st</sup> January each year. This will be overall current membership numbers in the schools that pay into the fund, either through de-delegation or by SLA (excluding students, agency staff, support staff and retired members). Unions that do not submit membership numbers will receive an allocation based on an educated guess of membership numbers i.e. figures from the previous year plus consideration for any known changes within the last 12 months. Participants agree that unions' numbers may be open to independent audit by ACAS or another suitable person if a request is made.</p>
<p><b>Claims</b></p>	<p>Claims against the fund will be sent to the Schools HR Lead in the Council who will be responsible for authorising (following the appropriate checks with the unions concerned) and forwarding to the Schools Finance Team.</p>
<p><b>Time off</b></p>	<p>Trade Unions will have regard to the operational arrangements for time off, and will reflect the need to ensure the safety and security of staff and pupils in schools. The Council and Southampton maintained schools will take into account the difficulties for Trade Union officials and members in ensuring effective representation and communication e.g. shift staff, part-time staff, job sharers and those employees with particular domestic commitments and employees at dispersed locations.</p> <p>Time off with full pay will be granted to members, workplace representatives for Trade Union activities, conferences, meetings, tribunal and court attendance or training relevant to their trade union duties regardless of their work pattern, hours or status (part time, full time, fixed term, casual working etc.).</p> <p>When workplace representatives are allocated a case or required to carry out Trade Union duties by their Union, that representative shall notify their headteacher (in writing or verbally) as soon as reasonably practicable of their need for time off to allow their substantive work to be covered. It is the responsibility of the workplace representative to decide on and notify their management of a reasonable amount of time that they will need off in order to perform their trade union duties. If there is any doubt about the amount of time required to perform trade union duties, the relevant Branch Secretary will confirm the</p>

	<p>appropriate amount of time needed. It shall be the responsibility of the School to arrange for any work to be covered.</p> <p>Time off may be timetabled to reduce disruption and in such cases officers and reps shall use their best endeavors to schedule casework on the pre agreed dates although it is accepted this may not always be possible.</p> <p>In line with ACAS Code of Practice a workplace representative may be required to provide their manager with the following information when requesting paid time off for trade union activities or training:</p> <ul style="list-style-type: none"> <li>• the purpose of such time off, while preserving personal confidential information relating to individuals in grievance or disciplinary matters;</li> <li>• the intended location;</li> <li>• the timing and duration of time off required.</li> </ul> <p>In certain circumstances payment might be made to shift and part time Council employees undertaking trade union duties outside their normal working hours, this will be agreed in advance between the relevant union and the Council. There is no right to time off for trade union activities which consist of industrial action.</p>
<b>Travelling Expenses</b>	Reasonable travel expenses incurred by Trade Union Representatives, Union Learning Representatives and Safety Representatives whilst on Trade Union duties will be reimbursed at the appropriate car mileage or public transport rates as set out in the terms and conditions of their substantive post.
<b>Communication</b>	<p>The recognised Trade Unions are permitted dedicated pages on the Council's intranet site to promote their Branch and provide contact details for staff. The Unions shall also be permitted to use the Council's email distribution lists for appropriate communications with their members. Additionally, workplace representatives and Branch officers can distribute information approved by their Union (by their branch, regional or national offices) by posting on workplace notice boards, or through face to face contact in workplaces. Other channels of communication or promotion may be used by the unions with prior approval.</p> <p>In accordance with the ACAS code of practice the Council will respect the confidential and sensitive nature of communications between union representatives and their members and trade union. As such, the Council will not carry out regular or random monitoring of union emails or telephone calls and only do so in exceptional cases where, for example, in cases of suspected illegal use. The Council will specify the circumstances where such monitoring is being considered and the means by which it is to be done, for example by the Council's IT service or security personnel, and notifying the union in advance where applicable. The Council also expects Trade Union representatives maintain confidentiality when management share information of this nature in the interest of openness.</p>
<b>Industrial Action</b>	Employers and Trade Unions have a responsibility to use agreed procedures to settle problems and avoid industrial action. Time off may be permitted for this purpose particularly where there is a dispute. There is no right for time off for Trade Union activities which themselves consist of industrial action. However, where an official is not taking part in industrial action but represents members' involved, normal arrangements for time off with pay for the official should apply.
<b>Review</b>	This agreement does not form part of the employee's contract of employment and the Council and School retains the right to review and change it at any time, ensuring that it complies with current employment legislation and the requirements of the Council. The

	recognised Trade Unions will be consulted with a view to reaching an agreement on any changes prior to publication.
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