

Policy Title:	Facilities Agreement	
Date of Issue:	19/11/2020	
Date of Review:	Autumn Term 2022	
Author & Role	County Model Procedure Adopted	
Ratified by:	Governors Policy Committee	
Date:	19/11/2020	
Policy Committee Responsibility:	Chair W Blundell	Vice Chair H McCann
Outcome:	This Procedure: The agreement is based on the belief that both the Teachers trade unions and the employing authorities accept their common responsibility for ensuring a well-ordered system of trade union organisation and employee relations.	
Cross Reference:	Health & Safety Policy Pay Policy Staff Code of Conduct Policy	

EQUALITY AND DIVERSITY STATEMENT

Astley Park School is committed to the fair treatment of all in line with the Equality Act 2010. An equality impact assessment has been completed on this policy to ensure that it can be implemented consistently regardless of any protected characteristics and all will be treated with dignity and respect.

POLICY REVIEW

To ensure that this policy is relevant and up to date, comments and suggestions for additions or amendments are sought from users of this document. To contribute towards the process of review, please contact the author of the policy.

LANCASHIRE COUNTY COUNCIL

DIRECTORATE FOR CHILDREN AND YOUNG PEOPLE

TRADE UNION TIME OFF AND FACILITIES AGREEMENT (APRIL 2020)

1. INTRODUCTION

- 1.1 This is an agreement between the Lancashire Children's Services Authority and the recognised teacher trade unions (NAHT, ASCL, NASUWT and NEU).
- 1.2 The agreement is based on the belief that both the Teachers trade unions and the employing authorities accept their common responsibility for ensuring a well-ordered system of trade union organisation and employee relations. It is also in recognition of the contribution that can be made by the Teacher trade unions and their local representatives to the Education Service in Lancashire.
- 1.3 The guiding principle of this Agreement is that Facility Time is to release serving teachers in the Lancashire County Council boundary to undertake their Trade Union duties as defined in the Burgundy Book. This is further developed in the ACAS Code of Practice 'Time off for trade union duties and activities'.
- 1.4 The agreement follows the principles on trade union facilities set out in Appendix III of the Conditions of Service for School Teachers in England and Wales (the 'Burgundy Book').
- 1.5 The agreement is commended for implementation by the Governors of Voluntary Aided and Foundation schools and by the Governors of Community and Voluntary Controlled schools with delegated budgets.

2. SCOPE

- 2.1 This agreement deals with the facilities to be made available to accredited representatives of the recognised teacher associations who fall within the following categories:
 1. Teachers in delegated maintained schools;
 2. Centrally managed teachers in Authority services;
 3. Supply teachers, who are registered with the Lancashire Teaching Agency (LTA), or otherwise engaged as a nominated supply teacher within a Lancashire School.
- 2.2 The extent of release for a teacher may be up to full time. However, the teacher concerned is still a member of staff at the school at which they are employed. They will need to maintain regular contact with the school and

be part of the Performance Management process. This should be part of an ongoing commitment to professional development.

3. ACCREDITED REPRESENTATIVES

3.1 For the purposes of this agreement, accredited representatives will fall into one or more of the following categories:

- (a) National Representatives
- (b) County Representatives
- (c) District Representatives
- (d) Accredited School/Service based Representatives.

3.2 Funding for these representatives under this agreement only covers (a)-(c) above. Cover arrangements for school/service-based representatives is for the School/Service to agree and fund.

3.3 Where the accredited representative is a Headteacher, the Chair of Governors shall undertake the role exercised by the Headteacher.

4. GENERAL PRINCIPLES

4.1 Provision for cover arrangements for National, County and District Representatives, will be made by the Schools Forum on an annual basis, subject to review.

4.2 It is agreed that in jointly determining the nature, scope and use of facilities required locally, the parties to the agreement will have regard to the need to avoid unnecessary cost in order to maintain the effective running of schools where accredited representatives are employed.

4.3 Where difficulties in interpretation arise, the Authority and the Associations will use their best endeavours to resolve them.

4.4 It is expected that all parties will conduct themselves in accordance with the Code of Conduct for Trade Union Facilities, attached at Appendix D.

5. NOTIFICATION OF ACCREDITED /REPRESENTATIVES

5.1 Each Association shall notify the Director of Education & Skills annually in advance of the beginning of the academic year, of the details of all accredited National, County and District representatives, and of any changes that occur during the year. A County schedule of accredited representatives in each of the categories will be published prior to the commencement of the school year. The trade unions will indicate on their annual schedule of accredited representatives who are retired representatives and the date at which their representative duties will cease (taking into consideration Paragraph 4 of Appendix A).

- 5.2 All teachers accredited by Associations to act as representatives at national, county, district or school level should advise their Headteacher or Service Manager of their accreditation, as soon as possible after notification or renewal of the accreditation.

6. FACILITIES FOR ACCREDITED REPRESENTATIVES

6.1 Duties of Accredited Representatives

It is recognised that some Association duties need to be carried out during directed time. This requires arrangements to be agreed to allow accredited representatives to be freed from their teaching and other commitments in the school to attend to these duties.

Association duties in this regard are defined as all those activities which the teacher is undertaking on behalf of the Association at school, service, district, county, regional or national level. These shall be determined by the Association concerned, taking into account the provisions of this agreement. Subject to the provisions of paragraph 6.4 of this agreement, such duties may take place on or off school premises.

Paid time off will not be permitted for the furtherance of industrial action. Therefore a deduction in pay will be made for any representative that is engaged in strike action in the same way as it would be for any other member of staff.

6.2 Release from school duties

In the spirit of effective employee relations, release to undertake Association business within the resource allocation provided should not be unreasonably refused.

In respect of an individual teacher, the extent of release allowed under this agreement may be up to full time. In the event that the release sought for a particular representative is full time, there will firstly be a discussion with the Headteacher/Manager of the School/Service concerned, the Authority and the particular Association. Release from School duties up to full time shall also be extended to those teachers who act as National Executive members of their respective Association, where the allocation of their working time falls within that Association's Facilities share.

The priority, given that the funding is provided by Lancashire County Council, should be to service the needs of the union membership in the Lancashire County Council boundary. However, it is recognised that the role of National Executive Member/Council Member requires post holders to occasionally work outside the Lancashire County Council boundary. The expectation within this Agreement is that such work will only be undertaken in relation to national issues and not individual casework matters.

6.3 Arrangements for release from school duties

It is expected that accredited representatives and Headteachers/Service Managers, acting with goodwill, within the terms of this agreement, will adopt mutually acceptable arrangements with regard to the release of representatives. Good practice in this regard includes the programming of regular commitments, ensuring continuity for pupils and the provision of as much notice as possible of non-programmed commitments. Any arrangements should take account of the teacher's duties under the School teachers pay and conditions document and the specific responsibilities of the teacher's post.

The appropriate documentation prepared and issued to Schools and Services by the Authority recording the release of the accredited representative should be completed at the earliest possible stage. Regular programmed commitments can be notified at the start of the academic year and accredited representatives should be able to indicate when they intend to take their facility time each week. Where such commitments are regular and programmed, it is available to schools/services to engage replacement staff on the basis of a temporary fixed term contract, in order to minimise the financial impact on the School's budget. Headteachers/Service Managers will be provided with a contact point or telephone number where association representatives may be reached, in case of emergency, when out of school/work.

In order to monitor provision under the Scheme, Headteachers/Service Managers will be required to submit the details of the release of representatives and cover used on the appropriate documentation.

6.4 Replacement cover

6.4.1 The Schools Forum will make available resources to permit the employment of teachers to provide replacement cover for teachers, who are Association representatives in accordance with the arrangements set out in this agreement. Replacement cover should be identified with and linked to that part of the curriculum, which would otherwise be delivered by the teacher being released for Association duties. Wherever possible, schools are strongly encouraged to appoint replacement teachers on the basis of a fixed term, as opposed to daily supply. The total amount of resources made available will be the subject of regular review by the Schools Forum, and where legislative changes regulating employment relations in the workplace are introduced. The allocation of resources shall cover all types of Association business, including meetings with the Authority.

The total resources available for this purpose shall be 12 full time equivalent posts (at 1.9.19) in respect of County and District representatives.

The proportion of the 12 FTE posts assigned to each Association shall be in relation to the relative size of their full time equivalent qualified teacher membership in employment in schools maintained by the Authority (currently as at 1998). The proportions may be reviewed at the request of the Teacher Associations.

6.4.2 There are a number of other local association representatives at District level for whom a regular weekly allocation is unnecessary. Associations may at their discretion retain an element of the resource available to them for occasional use in respect of such representatives. A list of such representatives will be given to the Executive Director Education & Children's Services well before the start of each academic year and updated as necessary. The Headteacher, on behalf of the Governing Board or the Head of Service will be given as much notice as is practicable, where such occasional absences are requested.

6.4.3 It is recognised that it may not always be possible for an Association to identify and appoint suitable accredited County and District representatives from members who are also serving teachers. Where such circumstances arise, the Association may nominate a retired member and by exception, elect for this representative to be paid in accordance with the conditions outlined within the Scheme at Appendix A attached.

6.5 Use of accommodation and other facilities in schools

6.5.1 The use of accommodation in schools or premises of the Authority for Association meetings may be arranged as appropriate, provided that the expenses of opening a school for a meeting when it is not otherwise in use should be avoided where possible. Meetings should not continue after the normal working hours of the caretaker/cleaner in charge. In keeping with the spirit of this Agreement, a request for the free use of premises for a meeting shall not be unreasonably refused.

6.5.2 Use of telephone, computer (including access to email and the internet) and reprographic facilities shall be available by arrangement, on the basis that the reasonable cost of such facilities shall be reimbursed by the Association concerned and the needs of the School/Service shall take priority.

6.5.3 During periods of industrial action, such facilities need not be made available to be used to pursue or further the industrial action e.g. to produce/distribute trade union information to members promoting the cause of the industrial action, or during a period of industrial action.

6.5.4 Any representative attending a School in which they are not an employee to undertake trade union duties must follow that School's procedures in respect of signing in and accessing the premises, in order that the School can comply with safeguarding and Health and Safety requirements.

6.6 Use of County distribution facilities

6.6.1 Associations may use the Authority's distribution systems to schools, including electronic means where applicable, for the purpose of distributing official union communications so long as this does not involve additional expenditure, for example, on postage or on collation. Such communications are generally to be limited to single items of correspondence and Associations should avoid where possible bulky literature or packages. Material other than of a general nature should be placed in sealed envelopes. Paragraph 6.5.3. also applies in relation to county distribution facilities.

6.7 Provision of information produced by the Authority

6.7.1 The Authority will provide such information to representatives at county or national level, which is necessary for the discharge of their responsibilities. Requests for information that is generally available in the Authority, will not be unreasonably refused.

7. SCHOOL REPRESENTATIVES

7.1 Accredited school representatives of the recognised Associations shall be permitted reasonable opportunities and be given the necessary facilities, to discharge their functions as follows:-

- (a) Union matters such as recruitment, maintaining membership and communicating with members;
- (b) Within the responsibilities conferred by their respective organisations, advising and representing members in the school or service. Headteachers and Service Managers are asked to give sympathetic consideration to requests for the provision of some non-contact time, in order to enable the representative to fulfil their responsibilities, in this respect.

7.2 The Authority commends good practice in employee relations at school level. Attention is drawn both to the statutory obligations under employment legislation and to the 'Burgundy Book', to facilitate good employee relations, including consultation. In this context, when planning establishment and timetable arrangements, Headteachers, Service Managers and the Governing Board are strongly encouraged to provide for additional non-contact time or other arrangements, within directed time to facilitate such good practice, especially at times of change (see paragraph 7.5 below).

7.3 Notice board facilities shall be made available without charge to Association representatives, together with reasonable facilities with

privacy for making private telephone calls and computer/internet usage, with the additional costs arising out of the use of such facilities being charged to the user. Facilities for meetings shall also be made available, providing that reasonable notice is given. Use of school/unit computer and reprographic facilities shall be by arrangement and the reasonable cost shall be reimbursed by the Association concerned. However, the needs of the School/Service shall take priority. Paragraph 6.5.3. applies in relation to these school-based facilities.

- 7.4 The Authority will make arrangements through Headteachers/Service Managers for representatives to have ready access to documents published or circulated by the Authority concerning pay, conditions of service and other regulations, which affect the employment of teachers.
- 7.5 There is a requirement for Headteachers/Service Managers to consult with Association representatives on issues that may affect the pay, terms and conditions of service of teachers working within the School/Service. Headteachers/Service Managers should make information available to representatives concerning the structure and allocation of promoted posts within the school/service, the statement of directed time, curriculum and school/service budget information. Such documents will be supplied without charge.

8. TRAINING COURSES

- 8.1 School/service representatives of the recognised Associations are entitled to reasonable time off with pay during working hours to undergo training relevant to the carrying out of Association duties. These arrangements should be notified in advance to the Headteacher/Service Manager, who will determine whether the request is reasonable, given the notice provided and the amount of time off required. Any cost involved in providing replacement cover shall fall to the School/Service budget share.

9. NON-MAINTAINED SCHOOLS/EXTERNAL UNION DUTIES

- 9.1 With the exception of the role that a National Executive member may have in relation to national matters within Blackburn with Darwen/Blackpool authorities, Lancashire representatives are not funded to use their Facility Time in order to represent members outside the Lancashire County Council boundary (i.e. in Unitary Authorities, Academies and Independent Schools/Colleges either within or outside the County Council boundary). Representatives could attend limited meetings with members in these organisations outside of the normal school day if required, but the overriding principle of this Agreement is that Facility Time under this agreement is paid to release serving teachers in the Lancashire County Council boundary to undertake their Trade Union duties to represent teachers serving within Lancashire County Council maintained schools.
- 9.2 In the event that a former-Lancashire maintained school converts to become an Academy, there is an option that the Academy can buy-in to

the Lancashire Facilities Agreement. Appendix C refers to this aspect of the Facilities Agreement.

- 9.3 Representatives may be involved in meetings relating to the internal organisation of their Union which may take place outside Lancashire. Representatives may also be accredited trainers within their organisation which may also involve some work outside of Lancashire. This should not normally exceed 10% of their annual facility time allocation.
- 9.4 There is a common interest in ensuring that ITT students are introduced to the services provided by the recognised Teacher Associations. Links between the ITT/CPD providers in Lancashire, e.g. Edge Hill University, the University of Cumbria and local representatives of the Teacher Associations can have benefits in terms of teacher recruitment and retention in the County. In order to facilitate this, Associations may allocate up to eight days of their annual Facility Time budget for this purpose. However, the use of this Facility Time is restricted to College liaison work within Lancashire.
- 9.5 Facility time may be used by representatives to attend annual Union Conferences which fall in school time rather than holiday time.

10. REVIEW

- 10.1 This agreement shall be the subject of review at the request of either party.



Astley Park School

SCHEME FOR THE PAYMENT OF RETIRED TRADE UNION REPRESENTATIVES, AS PROVIDED FOR UNDER THE FACILITIES AGREEMENT

1. It is the aim of the Facilities Agreement to provide for the release of serving teachers from the recognised Associations, in order that they can carry out Association duties and in so doing, seek to maintain harmonious and productive industrial relations, between the Authority and the teaching workforce. Where an Association has particular difficulty in identifying suitable serving teachers to act as accredited representatives, it is available to them, by exception, to utilise the facilities provided to them by the Authority to enable retired former teachers and members of their association to be paid to act in this capacity. The cost of this payment will be met from within each Association's share of the total Facilities Budget. However, the overall aim should be that wherever possible and practical, serving teachers should be elected by their Associations.
2. For the purposes of this Agreement, a retired teacher is regarded as a former serving teacher in a school or service within Lancashire Authority, who is fully retired and not actively seeking employment as a teacher.
3. The maximum amount of facility time that can be used in this way shall be limited to 195 days per union (ie 1 fte person) per year, although it is not expected that this will be one individual.
4. Accredited representatives nominated to be engaged in this way will not normally be allowed to continue to act on a paid basis beyond a maximum period of two years, unless exceptional circumstances, agreed with the Head of Schools HR Team apply.
5. The rate of pay shall be paid as a cash equivalent to the daily/hourly supply rate based on the top of the Main Pay Range of the Teachers Pay Spine, as set out in the 2019 School Teachers Pay and Conditions Document.
6. Payments shall be subject to normal deductions for tax and national insurance. However, they will not be superannuable.
7. The responsibility for determining whether such appointments should apply, rests with the Association concerned, who will also be responsible for determining the duration (subject to conditions 2 and 3 above), as they see fit. This should be confirmed in writing by the Association to the accredited representative(s), concerned prior to commencement. The name(s) of the representative (s) concerned and the details of their appointment shall be notified to the Authority at the same time.

8. Any appointments made in this way are casual appointments and there shall be no entitlement to compensation or redundancy pay for loss of office, when an appointment ends.
9. Claims must be submitted online via the Oracle self-service system. Retired representatives will be required to be set up on the system, and then make monthly claims for the hours/days worked. The County Union Secretary concerned will approve any claim before it is approved on Oracle.



APPOINTMENT OF SUPPLY TEACHERS AS ACCREDITED REPRESENTATIVES OF THE RECOGNISED TEACHER ASSOCIATIONS

Arrangements for salary reimbursement

1. These arrangements are designed to ensure that serving supply teachers with Lancashire, who may be appointed by their respective Association as accredited representatives are not financially disadvantaged by choosing to undertake such responsibilities.
2. In this respect, a serving supply teacher is a teacher who is active in working in Lancashire's schools, either through the Lancashire Teaching Agency or by being a 'nominated' supply teacher and part of the staffing establishment of one or more Lancashire school(s).
3. In accordance with paragraph 5 of the Trade Union time off and Facilities Agreement, each Association will notify the Director of Children's Services annually of the details of all accredited representatives. At the same time, they will indicate if any of the people nominated are supply teachers, who will be administered in accordance with the provisions of this Appendix.
4. Where the accredited representative concerned is a supply teacher and their claim is submitted via the LTA or the school in which the teacher is a nominated supply teacher, they will be paid their respective daily rate in accordance with the School Teachers' Pay and Conditions Document and the Authority's established and agreed pay policies for supply teachers. This will be regarded as normal service for the purpose of access to the Teachers' Pension Scheme.
5. If the claim is not submitted via LTA or the school in which the teacher is a nominated supply teacher, the rate of pay and the process for the submission of such claims will be the same as that for retired representatives, using the Authority's Oracle self—service system. See paragraphs 5 and 9 of Appendix A.

Astley Park School

**TRADE UNION FACILITIES – TRADED MODEL FOR ACADEMIES
(MARCH 2019)**

1. The Schools Forum funds 12.0 FTE teacher trade union officials to represent teacher members within Lancashire from within the recognised trade unions (NASUWT, NEU, NAHT, ASCL). This element of funding is conditional upon de-delegation by Lancashire schools.
2. The funding of trade union facilities falls under the staff costs budget, which is a de-delegated item for maintained schools and not academies. As a result, when a School converts to an Academy, it no longer benefits from the central funding for trade union facilities it received whilst it was maintained by the Local Authority. Therefore, the 12.0 FTE officials that are currently funded by the Schools Forum are not permitted to work within any non-maintained school, including academies, during normal working hours, when their time is being funded by the Schools Forum. Instead, employees in academies can only be represented by regional casework officials during the school day, or their cases have to be dealt with outside the normal working day. This may have a negative impact on academies, for the following reasons:
 - i) Casework matters may take longer to resolve, because of the need to await the availability of a regional official;
 - ii) The regional officials dealing with the case may lack knowledge of the context/history of a particular School/Academy/employee. This may lead to difficulties in arriving at reasonable solutions to casework matters;
 - iii) Many headteachers in Lancashire academies have reasonable working relationships with the existing Lancashire-funded trade union representatives, but are unable to work in partnership with them to resolve casework matters during the school day.
3. The Local Authority were asked to set up a model that allowed an Academy to "buy-in" to the Facilities Agreement should they so wish. The model is based on a cost per pupil rate of £4.03. The cost per pupil has been calculated using the total facilities budget of 12.0 FTE and the number of pupils in maintained Lancashire schools.
4. **Conditions**
 - 4.1 This agreement is only offered to academies that were formerly maintained LCC schools. Buying-in to this agreement will mean that the Academy can benefit from the provisions of the LCC Facilities Agreement. However, the model is only offered on the following conditions:
 - a) That the Academy operates on terms and conditions of employment that are no less favourable than those outlined within the nationally agreed School teachers pay and conditions document and NJC/green

book terms of employment for support staff. In the event that the Academy chooses to vary the terms and conditions of existing staff to make them less favourable, then the fee payable under the agreement may be reviewed;

- b) That the trade unions covered by the SLA agree that only single representation will be provided. Therefore the agreement will cover attendance at the Academy for only one LCC-funded representative per trade union, at any one time;
- c) That schools continue to de-delegate funding under the Facilities Agreement to the Local Authority.

4.2 In order to ensure the above conditions are followed in the operation of this Agreement the duties and activities of any LCC-funded trade union representative under this Scheme will be regularly reviewed. Therefore any LCC-funded representative is expected to record time spent in any Academy under this Agreement.

5. Action required

- 5.1 If any Academy Trust/Governing Board wishes to discuss the costs of the agreement and/or purchase the Facilities Agreement, they should contact Jeanette Whitham, Head of Schools HR Team:
Jeanette.whitham@lancashire.gov.uk



Astley Park School

CODE OF CONDUCT – TRADE UNION FACILITIES

The provision of a comprehensive Facilities Agreement for teacher trade unions demonstrates the commitment that the Schools Forum and Council have towards fostering and maintaining good relations with employee representatives.

It is acknowledged that the view or position of a Trade Union representative may be very different to that of someone representing the School or Council. However, this does not negate the need for all parties to treat each other with professional respect and courtesy.

Time off for trade union duties is covered in the Trade union time off and facilities agreement.

Teachers released from their duties to undertake Trade Union facility time are still subject to the same contractual requirements as other employees with regards to working hours, reporting sickness absence etc.

The Council and Schools Forum expect that Trade Union representatives will conduct themselves in a professional way during their facility time. In particular they expect the following:

- a) In relation to time-off for trade union duties
 - i. Trade union representatives will inform their own managers in advance of any absence from work on Union business.
 - ii. Trade union representatives will discuss and negotiate with their Headteacher over any regular time off when they have been granted facility time, recognising that the needs of their school will be paramount.
 - iii. Time off from work on union duties must be properly recorded and appropriate arrangements set up between representatives and their managers to do this. The requirement to request permission or to report any absence in accordance with the relevant contractual requirements still apply to a trade union representative when on facility time.

- b) Visiting other schools
 - i. Trade Union representatives will contact the Headteacher (or appropriate manager in the absence of the Head) of a school they wish to visit (to see a member or members) to seek permission to attend and follow the signing-in protocols, as any other visitor to the school site would do. The Trade Union representative does not have to divulge the exact detail of the business they have with their member/s, but does have to confirm that it is an official union matter and that they are attending in their capacity as a Trade Union representative.

- ii. Any request under b i. above will normally be agreed to by the Headteacher.
- c) Communication between Schools and Trade Union representatives
- i. In communications (verbal and written) with headteachers, School governors and other members of the school community, the Trade Union representative will be polite, courteous and act with professional integrity at all times. Members of the school community and Council will exhibit the same attributes in their communications with Trade Union representatives.

Procedure for dealing with breaches of this Code

Any breach of this code by a Trade Union representative will be investigated by the Head of Schools HR Team. Persistent or serious breaches of the code may also be raised with the relevant Official within that Trade Union (e.g. Regional, National office).

If this process fails to satisfactorily resolve the matter, the concern will be referred to the Schools' Forum to consider whether they wish to review the funding provided to that Union. The ultimate sanction in these cases could be a reduction in/the withdrawal of funding for that Trade Union. In these cases, the Regional/National official of the relevant trade union will be notified in writing of the decision of the Schools' Forum.



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