

Report for: General Purposes Committee

Item number: 9

Title: Trade Union Facility Time Agreement
Report

authorised by: Dan Paul, Chief People Officer

Lead Officer: Dan Paul, Chief People Officer

Ward(s) affected: N/A

**Report for Key/
Non Key Decision:** Non Key

1. Describe the issue under consideration

This report updates the Trade Union Facility Time agreement, which dates from 2011. It updates facility time allowances for each union, modernises the agreement and includes a mechanism for dispute resolution.

2. Cabinet Member Introduction

Not required for the General Purposes Committee.

3. Recommendations

3.1 That the Committee approve the Facility Time Agreement attached as Appendix 1.

4. Reason for decision

4.1 To ensure that the agreement that the Council has with Trade Unions is modern and appropriate and the time off given to Trade Union representatives is proportionate and affordable.

5. Background

5.1 The current Trade Union Facility Time Agreement dates from 2011.

5.2 Between 2011-2024, there have been substantial changes to the way the Council works, the services that are delivered and the way they are delivered (for instance the insourcing of Homes for Haringey), and the profile of Union membership.

5.3 As part of the revision and updating of all HR policies and procedures, this is an appropriate point to revisit and update the Trade Union Facility Time Agreement.

5.4 The document has been revised and modernised, and a significant new section has been added which details how disputes are to be resolved. This has been an issue previously in Haringey on the teaching side, and the dispute resolution section of the new agreement mirrors the agreement between the Council and Trade Unions that was reached with ACAS assistance.

5.5 Trade Unions have been consulted on this agreement. No comments were received on the revised facility time allocations. Comments were received from both Employers side secretaries (teaching and non teaching) in relation to other aspects, primarily around dispute resolution, and changes were negotiated that satisfies all of the comments made.

6. Alternative options considered

6.1 The alternative would be to make no change, which has been discounted as the Facility Time Agreement dates from 2011 and requires updating.

7. Contribution to strategic outcomes

7.1 An up to date Trade Union Facility Time Agreement ensures that the Council has good relations with Trade Union colleagues in furtherance of the Council's strategic aims.

8. Carbon and Climate Change Impact

None

9. Statutory Officers' comments (Chief Finance Officer (including procurement), Head of Legal and Governance, Equalities)

9.1 Head of Legal & Governance Comments

The Trade Union and Labour Relations (Consolidation) Act 1992 [TULR(C)A] sets out the statutory right to paid time off in order to enable Union representatives to undertake certain duties (facility time) which includes attending meetings and training as set out in Appendix 1.

Under section 199 of TULR(C)A, the Advisory Conciliation and Arbitration Service (Acas) has a duty to provide practical guidance on the time off to be permitted by an employer.

The terms of reference of General Purposes Committee includes the approval of all human resources policies. The proposed TU Facility Time Agreement falls within the Committee's remit.

9.2 Chief Finance Officer Comments

The cost of trade union facility time is recharged to service staffing budgets, apportioned on the basis of Trade union membership numbers. For Schools the cost is funded by the Dedicated Schools Grant.

9.3 Equalities Comments

The Council has a public sector equality duty under the Equality Act 2010 to have due regard to the need to:

Eliminate discrimination, harassment and victimisation and any other conduct prohibited by or under the Act.

Advance equality of opportunity between people who share a relevant protected characteristic and people who do not share it;

Foster good relations between people who share a relevant protected characteristic and people who do not share it;

A “relevant protected characteristic” is age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex and sexual orientation.

The updated Trade Union facility Time Agreement will have a neutral impact.

10 Use of Appendices

Appendix 1 – Facility Time Agreement

11 Local Government (Access to Information) Act 1985

Not Applicable

LONDON BOROUGH OF HARINGEY

**LOCAL FACILITIES AGREEMENT FOR REPRESENTATIVES OF
RECOGNISED TRADE UNIONS & ASSOCIATIONS – 2024**

This document sets out the detail of provision of facilities for representatives of the recognised Trades' Unions and Associations.

This document amends the existing agreement approved at GP Committee on the 4th May 2011 and is written with due regard to ACAS guidance on time off for trade union duties and activities. The facilities agreement will cover time off for trade union duties as set out in the ACAS code and listed below in the section entitled trade union duties. Certain trade union activities which do not have a direct bearing on local union members may not qualify for paid time off (refer to section 3 of the ACAS code). Such activities that are not covered would have to be requested and taken as unpaid leave.

This document provides a clear framework for the provision of facilities and facility time for trade union representatives. It encompasses a joint responsibility for the local authority, all participating schools, schools' consultative group and trade unions to ensure that arrangements for time off from work are to the mutual advantage of all parties.

The local authority, schools' consultative group, all participating schools and the recognised trade unions will seek to resolve any problems arising from the operation of this Agreement in a constructive manner.

SCOPE

This agreement will cover the local authority and maintained schools where the Schools Consultative Group (or successor body) agree the de-delegation of funds for trade union facilities for trade unions and professional associations (GMB, UNISON, UNITE, ASCL, NASUWT, NEU and NAHT). It will also cover those academies and free schools that agree to contribute proportionately towards the funding of the agreement. This agreement only relates to facilities time in relation to members of the unions and professional associations. Trade Union time may not be used to support schools who are not covered by this document.

FACILITY TIME

It has been agreed that to support elected officers of the recognised unions, unions and associations carry out borough wide trade union representative responsibilities, they shall be granted facility time with payment of salary. The duties covered for this purpose are set out below in the section entitled trade union duties.

Each individual union/professional association shall determine how their allocation is used by reference to it being awarded to individual(s) who are officers of that union/professional association.

Each Trade Union will notify the Council annually how it has been agreed that the funding will be allocated, using the format set out in the table below. The criteria for de-delegating the available funds should be agreed by Schools Consultative Group and the Assistant Director, Schools and Learning.

The Teaching and non teaching unions will each appoint an Employee Side secretary. The role of the Employee Side Secretary is to co-ordinate responses from all the trade unions they represent and to convey them to the Council. The Employee Side Secretary for the Teacher unions would be representing the NEU, ASCL, NAHT & NASUWT unions and for the non teacher unions Unison, GMB and Unite. The holders of the posts are entitled to sign agreements with the Council on behalf of the joint trade unions. Since the Council is obliged to consult all unions on proposals, it is convenient and more effective for the employer to have just two people on the trade union side through whom corporate and school industrial relations matters can be channelled than to have to liaise with Branch Secretaries from all the unions separately.

EXISTING FACILITY TIMES ALLOCATIONS (2011)

Based on the then levels of Corporate and Local Industrial Relations issues within the Council and current union membership, the following levels of time off for branch officers was granted (For unions where the time off is 0.1, 0.2 or 0.3 reasonable additional time off will be granted in recognition of casework preparation and representation at meetings):

UNION	Membership	Branch Officer time off - FTE
Unison	3777	5.0
NUT	1748	1.0
GMB	266	0.2
Unite	67	0.1
ASCL	53	0.1
ATL	130	0.1
NAHT	96 (tbc)	0.1
NASUWT	423 (tbc)	0.2
Secretary – Teaching		0.2
Secretary – non teaching		0.5
TOTAL	6560	7.5

In addition to the above, Haringey Council Trade Union facility time increased in 2022 with the insourcing of Homes for Haringey – Homes for Haringey had facility time agreements with facility time allocated to Unite, Unison and GMB.

NEW ALLOCATIONS 2024/25

Unions/Associations	Membership	Facility Time FTE
NEU	2588	2.0
N.A.S.U.W.T.	443 (TBC)	0.2
N.A.H.T.	No update provided	0.1
ASCL	No update provided	0.1
UNISON (non-schools)	2345	3.0
UNISON (schools)		1.4
GMB	51 (check off only, awaiting update on non-check off)	0.1
UNITE	184	0.2

Secretary – teaching (allocated to NEU)		0.2
Secretary – Employee side to be elected annually from within the TU Side OF CEJCB		0.5
Health and Safety Corporate Rep to be elected annually from within the TU Side OF CEJCB		0.6
Equality, Diversity and Inclusion Corporate Rep to be elected annually from within the TU side of CEJCB		0.2
TOTAL		8.6

In preparation for each accounting year (currently April to March), joint secretaries are required to confirm the allocation of facility time among their officers to the Chief People Officer, (and Assistant Director for Education and Learning in the case of teaching unions) and notify any mid-year changes. At the end of each financial year, the joint secretaries are to confirm the use of their facility time over the preceding (financial) year.

In schools, arrangements will then be made to credit the budget of the school/s where the trade union officers with accredited facility time, are based. The payment will only be paid up to the FTE available which is why it is necessary for the arrangements to be agreed with the local authority as set out in the paragraphs above. Where a school does not pay into the Local Authority facility time agreement, the allocated facility times must not be used for that school. Such schools are directly responsible for agreeing and funding facility time.

Transitional arrangements

Where, at an aggregated total level for each Trade Union, increases to facility time are proposed, they will take effect on the first day of the month after the agreement has been approved by General Purposes Committee and Schools Forum. This will be the Implementation Date. Where decreases are proposed, they will be delayed for 6 months after the Implementation Date to allow for a transitional period.

NATIONAL OFFICERS AND NATIONAL EXECUTIVE MEMBERS

Paid facilities for local employees who are elected as National Officers and National Executive Members of their respective unions/professional associations will be included in the facility time allocations above, noting that the allocation for members allocated to the National NJC is part of the Green Book.

TRADE UNION DUTIES

Notwithstanding the specified arrangements for the Branch Officers reasonable time off with pay (normally no more than 2 hours per week) will be granted to other elected trade union representatives to undertake trade union duties and activities. To aid and improve effective employee relations, trade union representatives shall be allowed to take reasonable time off for duties concerned with: -

- terms and conditions of employment, or the working conditions of staff
- engagement or non-engagement, or termination or suspension of employment, of one or more members of staff

- allocation of work
- matters of discipline
- trade union membership
- facilities for trade union duties
- machinery for negotiation and consultation and other procedures
- any other matters associated with the legitimate interests of the trade union concerned and its members.

The number of union representatives granted time off for these purposes will be subject to reasonable limits and the proper authorisation arrangements. Depending on service requirements and subject to management agreement it may be appropriate to allow the banking of the 2 hours to equate to one day per month or half day bi weekly in order, for instance, to represent an employee at a formal meeting or attend a conference.

Reasonable time off with pay will also be allowed to elected representatives of a recognised trade union to undergo training relevant to the carrying out of their trade union duties. The training should be in aspects of industrial relations relevant to the duties of a representative and must also be approved by the Trade Union Congress or by the independent trade union of which the employee is a representative.

UNION LEARNING REPRESENTATIVES

Reasonable time off with pay will be granted to properly elected Union Learning Representatives of both school and non school staff. Reasonable time off should be allowed for the following activities:

- Analysing learning or training needs
 - Providing information and advice about learning or training matters
 - Arranging and supporting learning or training e.g. encouraging union members to access learning opportunities.
 - Promoting the value of learning or training
 - Consulting the employer about carrying on any such activities
 - Preparation time to carry out the above activities
 - Undergo relevant training
- The number of union learning representatives granted time off for these purposes will be subject to reasonable limits and the proper authorisation arrangements.

SCHOOL BASED REPRESENTATIVES

School based representatives are entitled to reasonable time off to undertake their proper duties as a trade union/professional association representative, where the duty is concerned with one or more of their members at their school. Please refer to the section above on trade union duties. Schools could determine either to provide reasonable time off when it is required and requested or provide a regular weekly allocation if there is shown to be a need or demand. A model of a suggested weekly allocation of non-class contact time for school-based representatives is 30 minutes per week per 10 members to a maximum of 2 hours for 40 or more members.

Any costs arising from the award of non-class contact time will be borne by the particular school, in the context of a shared responsibility for the promotion of good industrial relations. Schools have delegated to them the budgets for staffing and this element of TU facilities costs are reasonably met by them.

School representatives should not be impeded from carrying out legitimate trade union duties.

School based representatives should generally be the first point of contact for issues that arise at the school requiring trade union input. It is acknowledged that from time to time there will be a need for the authority wide representative to be involved, although it is anticipated that on most occasions this will not occur unless the matter is very serious or cannot be resolved at school level. It is understood that it will be for the school based representative or the school union membership to decide if they need to contact the branch or regional office to seek guidance or advice in dealing with an issue that has arisen and to request the attendance of a branch or regional officer at any meeting to discuss, represent or negotiate on that issue.

Provision will be made to allow local officers the opportunity to meet with school-based representatives for briefing and training purposes. When deciding on the allocations at the start of a year, the Unions panel should decide whether this facility can be accommodated given the costs that are incurred for cover.

NUMBER AND RECOGNITION OF TRADE UNION REPRESENTATIVES

An accredited union representative is a member of staff who has been elected or appointed in accordance with the rules of a recognised trade union to be a representative of the union's members employed by the Local Authority or School. Each trade union and professional association shall make known to the Local Authority who has been appointed as local (Haringey) secretary for their members.

The agreed constituencies and numbers of TU representatives should be compiled and kept as a record by each trade union/professional association.

The Local Authority reserves the right, after application of the agreed disciplinary procedure, and after consultation with the appropriate union, to withdraw facility time in the event of misuse of facilities under this agreement.

HEALTH AND SAFETY

Accredited trade union safety representatives must not be impeded from carrying out legitimate health and safety functions which are enshrined in health and safety laws. Time off for borough union health and safety officers is included in the overall amount set out above for elected Trade Union Representatives.

The activities/ duties of a Safety rep cover the following:

- Representing workers in consultations with employers
- Investigating potential hazards and dangerous occurrences
- Examining the causes of accidents, dangerous occurrences and diseases
- Investigating complaints by members
- Making representations to the employer
- Carrying out workplace inspections
- Representing employees in consultations with inspectors
- Receiving information from inspectors
- Attending joint health and safety committee meetings

APPROVED TRAINING

Local officers, school-based representatives and accredited trade union safety representatives shall be given paid leave of absence for attendance at relevant training courses run and/or approved by their union or the TUC.

Nominations for relevant training should be supplied to the relevant head of service/headteacher with as much notice as possible. In return the relevant manager will respond to such requests at the earliest opportunity.

Any request will be considered bearing in mind the operational requirements of the School and the availability of relevant courses. In schools, costs for cover arising from this training will be borne by the school which employs the representative.

CONFERENCES

Accredited representatives of locally recognised unions/associations should apply to their respective managers for leave of absence if they wish to attend their annual or bi-annual union conference and it falls on their working day/s.

Leave will be considered for requests to attend any such properly convened trade union conferences, subject to the exigencies of the service and the approval of the respective school or manager. For Branch Officers this will be covered within the overall facility time allocation. For other union members, reasonable additional paid time off will be granted subject to service delivery always being paramount

Trade Unions shall supply names of delegates elected to attend conferences to Human Resources (the Headteacher in the case of schools) as soon as practicable. This will maximise the chances of such time off being approved.

OFFICE ACCOMMODATION

The Authority will consider assisting in the provision of accommodation for those local unions/associations (with a membership in excess of 500) that request it. If accommodation is offered on a shared basis, use of or access to a room for dealing with private and confidential matters will be given, if available.

GENERAL FACILITIES FOR OFFICERS

Other general facilities that will be made available, on request, to officers of the recognised unions/associations are as follows:-

- i. The provision, free of charge, of agendas, minutes and non-confidential documents relating to the work of relevant committees (e.g. All Purpose Committee, Education Joint Committee, etc).
- ii. The use of notice-boards and internal communication networks, by agreement. Reasonable provision of this will be funded by the Council/School.
- iii. Documents setting out the pay, conditions of service and regulations of the Council applying to staff employed by the Council.
- iv. Arrangements, if requested, to deduct membership subscriptions at source, subject to authority from the individual member, as covered by the DOCAS SLA)
- v. The reasonable use of a telephone with reasonable privacy for dealing with genuine and urgent matters as set out in the trade union duties section above. Any costs will have to be met from the cash limit available or from the trade union direct.

- vi. By prior arrangement and agreement with the Head of Service/Head Teacher concerned, access to staff when on official union business (verification of identity may be requested).
- vii. Reasonable facilities for union representatives to hold work-place meetings, to discuss legitimate and recognised trade union matters.
- viii. the provision (subject to availability) of Council rooms for the purpose of trade union branch committee, public and general members meetings. Reasonable use will be free of charge.
- ix. Where an email address is not provided by the Employer in the course of normal duties, reasonable efforts shall be made to provide one for Trade Union representatives, subject to usual IT Security and Code of Conduct requirements.
- x. In schools, where it is absolutely necessary for unions/associations to hold meetings of members during school session, they should first seek agreement from the relevant headteacher and then inform the Head of Schools HR as far in advance as is possible. All parties will seek to agree on a time, which minimises the effects on the operation of the school.

FACILITIES FOR SCHOOL BASED REPRESENTATIVES

Other facilities which should be made available to school based representatives, by arrangement with the Headteacher, are as follows:-

- i. Free noticeboard space within staffrooms (which may be sufficiently large multi union/association noticeboards). Where practicable a separate noticeboard may be provided.
- ii. The reasonable use of a telephone with reasonable privacy for dealing with genuine and urgent matters as set out in the trade union duties section above.
- iii. The provision of a room for meeting with members (reasonable notice of this requirement being given)
- iv. Access to a school's typing, duplicating and photocopying equipment, where available, for essential union work, provided that this does not interfere with the work of the school and that payment is made for materials used at estimated cost price.
- v. On request the school will also consider providing email use
- vi. Access to documents setting out the staffing structure within the school and to the articles of government.
- vii. Provision of storage/filing space, if available.

CHECK-OFF ARRANGEMENTS

The Council will continue to provide check off and related facilities subject to a reasonable percentage charge on the total membership deductions. The rate and arrangements for check-off may be varied by the Council subject to prior consultation with the representative union(s). Details of the check-off service are provided in a separate document.

CODE OF CONDUCT

The provision of a comprehensive facilities agreement for trade unions and professional associations, demonstrates the commitment that the Council and the Schools Consultative Group have towards fostering and maintaining good relations with employee representatives.

The Council and Schools Consultative Group do expect that trade union/professional association representatives will conduct themselves in an exemplary way during their facility time and that all parties conduct themselves with professionalism and integrity to the highest standard based on the Nolan Principles of Public Life. In particular they expect:

1. That trade union/professional association representatives will inform their own managers/headteachers in advance of any absence from work on union/association business.
2. That trade union/professional association representatives will discuss and negotiate with their own managers/headteachers over any regular time off when they have been granted facility time, recognising that the needs of their school/department will be paramount.
3. That time off from work on union duties must be properly recorded and appropriate arrangements set up between representatives and their managers to do this.
4. That trade union/professional association representatives released from their duties with facility time are still subject to the same contractual requirements as other employees with regards to working hours, sickness absence etc. The requirements to request permission or to report any absence in accordance with the relevant service condition, still apply to a trade union/professional association representative when on facility time. Sickness for representatives on full time release will be managed by Corporate HR in the case of Council representatives and the Assistant Director, Schools and Learning in the case of Schools based representatives. Sickness for representatives on part time release will be managed by the employing service/school.
5. That trade union/professional association representatives will contact the Head of Service/Headteacher (or appropriate manager in the absence of the Head) of a school they wish to visit (to see a member or members) and seek permission to attend as any other visitor to the school site would do. The trade union/professional association representative does not have to divulge the exact detail of their business with their member/s, but does have to confirm that it is an official union matter and they are attending in their capacity as trade union/professional association representative.
6. That a request under 5 above will normally be agreed (subject to the exigencies of the service) by the Head or their deputising officer.
7. That in all communications (verbal and written), the trade union/professional association representative will be polite, courteous and act with professional integrity at all times. It is acknowledged that on occasions the view or position of the trade union/professional association representative will be very different to that of someone representing the school or council. Nevertheless, it is envisaged that the trade union/professional association representative will display the attributes listed earlier in this paragraph.

8. That members of the school community and council will exhibit the same attributes in their communications with trade union/professional association representatives. Disputes about this will be discussed with the Head of Business Partners, Employee Relations and Reward (with the Assistant Director Schools and Learning in the case of schools).

DISPUTE RESOLUTION

PROCESS FOR DEALING WITH CONCERNS/COMPLAINTS ABOUT AN ALLEGED BREACH OF THE CODE OF CONDUCT BY A TRADE UNION REPRESENTATIVE FUNDED THROUGH THIS AGREEMENT

CONCERNS RAISED BY A HEADTEACHER/HEAD OF SERVICE

Level one – Informal Process

Where the headteacher/head of service has a concern over the conduct of a borough level union representative when acting in his or her capacity as a trade union representative, as a first step, the headteacher/head of service will meet with that trade union representative to discuss those concerns with a view to reaching a resolution. By agreement, the parties may contact a paid trade union official or an official of the local authority or any other relevant party to assist in reaching a resolution.

Where the headteacher/head of service has a concern over the conduct of a school based union representative when acting in his or her capacity as a trade union representative, as a first step, the headteacher/head of service will meet with that trade union representative to discuss those concerns with a view to reaching a resolution. That school based representative may choose to be accompanied to the meeting by a trade union colleague. All meetings will take place as soon as possible.

Level Two – Formal Process

Where it has not been possible to reach a resolution under Level One, then as a second step in any process, the headteacher/head of service will refer the concern to the Chair of the Schools Forum, the Head Employee Relations, Business Partnering and Reward, and the Assistant Director Schools and Learning who will consider the merits of the complaint and, if appropriate, refer it to a paid official of the trade union. The official will meet with a designated Assistant Director/Governor to reach a formal resolution. That meeting may be attended by the headteacher/head of service and elected trade union official. Human Resources will be involved as necessary. The resolution could include by agreement (but is not limited to):

- (i) mediation, including involvement of an external mediator;
- (ii) (ii) a recommendation as to the future conduct of the trade union representative;
- (iii) (iii) a recommendation as to the future management of issues arising between the headteacher/head of service and the trade union representative;
- (iv) (iv) no further action taken.

CONCERNS RAISED BY A TRADE UNION REPRESENTATIVE

Level one – Informal Process

Where a borough level or school based union representative has a concern over the conduct of a headteacher/head of service or a governor, which has arisen out of relations with that trade union, then as a first step this will be raised with the headteacher/head of service or governor to discuss. By agreement, the parties may contact a paid trade union official or an official of the local authority or any other relevant party to assist in reaching a resolution. All meetings will take place as soon as possible.

Level two – Formal Process

Where it has not been possible to reach a resolution under Level One, then as a second step in any process, the trade union representative will refer the concern to the full time official at a regional level, who, if appropriate will liaise with the Chair of the Schools Forum, the Head Employee Relations, Business Partnering and Reward, and the Assistant Director Schools and Learning who will consider the merits of the complaint and, if appropriate, refer it to a designated Assistant Director/governor. The Assistant Director/governor will meet with a paid trade union official to reach a formal resolution. That meeting may be attended by the headteacher/head of service and the trade union representative. Human Resources will be involved as required. The resolution could include by agreement (but is not limited to):

- i) mediation, including involvement of an external mediator;
- ii) a recommendation as to the future conduct of the headteacher;
- iii) a recommendation as to the future management of issues arising between the trade union representative and the headteacher (or his or her representative);
- iv) no further action taken

DEFINITION/INTERPRETATION

No contractual status is attached to this document and any difficulty over interpretation of this agreement should be referred to the Head of Employee Relations, Business Partnering and Reward.

ALTERATION OR TERMINATION OF THE AGREEMENT

The Council may amend any of the provisions of this policy subject to six months' notice in writing. It is assumed that during the notice period, consultation will be had between the Council and the unions about the proposed changes with a view to reaching an understanding about the changes.

Should a trade union representative fail to adhere to these arrangements, they may be reviewed on an individual basis subject to consultation with the appropriate full time union officer.

