Facilities for Representatives of Recognised Unions in OCC Schools

## Introduction

1. Governing Bodies must recognise those trade unions recognised by the Children, Education & Families Directorate of the County Council but are not precluded from recognising others for representation in respect of the staff working at the school.
2. The relevant unions at present recognised by Oxfordshire County Council, which are covered by the facilities set out here, are as follows:

* Association of Teachers and Lecturers \*
* National Association of Head Teachers
* National Association of Schoolmasters/Union of Women Teachers
* National Union of Teachers \*
* Association of School and College Leaders
* UNISON

\*These two unions will formally merge into the National Education Union on 1st September 2019.

1. Other unions on National Joint negotiating bodies are recognised by the County Council but are not currently granted facilities because of their membership level. Governors are strongly advised to seek guidance from the County Council’s Director of Human Resources if they wish to recognise other unions.
2. Governing Bodies will be responsible for sanctioning time off requested by employees for trade union duties, including duties in respect of union members in other schools, and it is recommended that they adopt the following procedures which have been drawn up in consultation with the recognised Trade Unions.
3. The Governing Body will be responsible for any required consultations on proposed redundancies and termination of fixed term and temporary contracts for those individuals contracted to work solely at the establishment in question (see separate policy on Redundancy).
4. Governing Bodies will also be responsible for disclosing information to trade unions for the purpose of collective bargaining.

## Teacher Organisations

## County Council Responsibilities

1. The County Council will grant the following facilities to local officers of recognised organisations:

* the provision of lists of teachers employed by the County Council.
* the distribution of termly bulletins by the schools mailing system; in addition, further items may be distributed if no extra expense is incurred by the County Council as a result.
* deduction of subscriptions from salary in accordance with legislation.
* the provision of documents relating to salary, conditions of service etc.

1. A facilities budget provides for cover and for the release of teacher union officers on the basis set out below to allow them to carry out county-wide union responsibilities. An agreed fixed rate per day will be used to reimburse claims for cover for staff absent on agreed union duties.

(a) (i) An annual statement of membership of teachers employed in OCC maintained schools, either on contract or supply, as at 31 December each year must be sent by each organisation to the Children, Education & Families Directorate by 31 January each year. Union members employed in Academy Schools can only be included in the total where the Academy has agreed to pay into the Facilities budget at the appropriate rate. The annual budget will be allocated in proportion of the number of members in each organisation.

(ii) Each organisation can then allocate days to its officials as appropriate and must inform the Children, Education & Families Directorate.

(iii) Within the Facilities budget, up to ten days’ cover is provided for the Council of Oxfordshire Teacher Organisations to allocate to their officers as they determine

(iv) The method of providing the appropriate supply cover may be agreed locally with the governing body or Headteacher. Where an individual Union representative is absent on a regular basis throughout a school year for example, it would be appropriate for the school to appoint additional teaching staff on a contractual rather than supply basis and for the appropriate percentage of salary paid at main scale/UPS to be coded to the budget rather than claim for supply cover.

(v) These arrangements cover all the normal union duties of those with county-wide responsibilities, including casework officers, union learning representatives, participation in training courses for union representatives, attendance at meetings of the Council of Oxfordshire Teachers’ Organisations, participation in all union duties, rather than activities, as set out in the [ACAS Code of Practice](http://www.acas.org.uk/index.aspx?articleid=2391) which will include all regular meetings with officers, etc. However, the arrangements will not include agreed attendance at additional unforeseen one-off important meetings called by the County Council or the Directorate for Children, Education & Families where additional time is approved in advance or where attendance is claimed separately, e.g. Schools Forum meetings.

(vi) Claims on the budget will only be agreed where replacement cover costs are actually incurred by the school.

(vii) Time off granted under these provisions must not be used for attendance at normal union/organisation meetings or union activities.

(viii) The agreed fixed rate per day may be paid to teachers not employed on days when union work is carried out. It is expected that teacher union representatives will usually be teachers employed by the Council. However, retired/unemployed teachers, who are not employed by OCC will receive this rate where it would otherwise mean employed teachers having to be released from school duties.

(b) (i) A teacher employed by OCC in a teaching capacity who is a member of the National Executive or other National Committee of the organisation is allowed to attend meetings of their Committees and legitimate claims for cover for up to one day per week as necessary will be agreed within the budget. This provision does not apply for teachers not employed as teachers by OCC.

1. If a teacher is appointed as National President of his/her organisation the question of leave of absence will be considered outside these provisions on a case by case basis.
2. Existing arrangements which fall outside of these provisions which are in place at the time of this revised agreement will be honoured for the duration of their current period of election only and will cease at the end of the period.
3. Where attendance at Union Conferences fall during term-time, supply cover costs to cover employee attendance of union representatives at Conference will be agreed in advance as appropriate for each occasion.

## Governors’ Responsibilities

1. Facilities should be granted to accredited school representatives to enable them to carry out their duties within the school in accordance with the [ACAS Code of Practice](http://www.acas.org.uk/index.aspx?articleid=2391). These are at the discretion of the governing body but it is recommended that they should include the following:

* reasonable time to carry out their duties
* notice board space
* use of telephone (payment to be made for outgoing calls)
* accommodation for meetings
  + use of photocopiers and other equipment, on the basis of repayment, provided this does not interfere with the work of the school
* reasonable time off to attend training courses

## School Support Staff Employees’ Organisations

## County Council Responsibilities

1. The County Council will grant the following facilities to local officers of recognised organisations:

* the provision of lists of support staff employed by the Children, Education & Families Directorate of the County Council
* the distribution of termly bulletins by the schools mailing system; in addition, further items may be distributed if no extra expense is incurred by the County Council as a result
* deduction of subscriptions from salary in accordance with legislation
* the provision of documents relating to salary, conditions of service etc.

1. The Children, Education & Families Directorate will pay for temporary cover where required for time off for UNISON representatives to undertake the following duties where such cover is available and used:

* Meetings of the County Council and Employee Joint Committee and other official meetings with County Council members and/or Officers.
* Representing or accompanying UNISON members employed in any school at appeal hearings including Employment Tribunals.
* Attending national joint bodies as elected employee representatives.
* The monthly meetings of the Branch’s Stewards’ Committee which take place between 12 & 2pm unless special arrangements are made.
* Attendance at the Union’s annual conference for school staff elected as delegates for the Branch (within the Branch’s entitlement): their names to be forwarded to the Director for Children, Education & Families as far in advance of the conference as practicable.
* Training for accredited officials by agreement with the Director for Children, Education & Families. At least 3 weeks’ notice of nominations for training will normally be given. Approval will normally be granted unless operational requirements prevent it
* Learning representative duties

## Governors’ Responsibilities

1. Facilities should be granted to accredited Unison representatives to enable them to carry out their duties within the school in accordance with the [ACAS Code of Practice](http://www.acas.org.uk/index.aspx?articleid=2391). These are at the discretion of the governors, but it is recommended that they should include the following:

* reasonable time to carry out their duties
* notice board space
* use of telephone (payment to be made for outgoing calls)
* accommodation for meetings
* use of photocopiers and other equipment, on the basis of repayment, provided this does not interfere with the work of the school
* reasonable time off to attend training courses

## Disputes

1. Disputes concerning this agreement will be dealt with as follows:
2. Disagreements with decisions which are the responsibility of the Governing Body (see paragraphs 2.2 and 3.2 above), may be referred to the Governing Body’s Disciplinary or Grievance Sub-Committee. If no agreement is reached the remaining Governors will make a final decision.
3. Disputes with the Children, Education & Families Directorate under the other paragraphs of this agreement will be referred to the Director for Children, Education & Families and the Chair of the appropriate employee representatives group. If the matter cannot be resolved at this level it will be referred to the appropriate Joint Committee.
4. The Governing Body is regarded as the employer in cases when employees at a school are in dispute with the Governing Body, in the exercise of its powers.
5. In the case of a dispute with a Governing Body the Governors are strongly recommended to seek advice from the Director for Children, Education & Families or the Head of the County Council’s Human Resources.

## Teachers’ Collective Disputes Procedure

1. A local disputes panel of six members will consider any local collective disputes which might occur between teachers and the County Council.
2. The panel will consist of three members from each side of the Consultative Committee, to be nominated by the Chair of each side for each occasion.
3. In addition, the Chair (or their nominated Deputy) of that cycle’s Teachers’ Joint Committee will act as the Chair of the Disputes Panel. The Chair will have no voting rights but have the function of encouraging a mutually acceptable decision.
4. The decision of the Disputes Panel will be reported to the Teachers Joint Council and anywhere else as appropriate.

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