Lincolnshire COUNTY COUNCIL

School Employment Manual

Trade Union Agreement and Facilitation

This document applies to all Community and Voluntary Controlled Schools and is advisory for Foundation and Voluntary Aided Schools.

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Contents

Introduction..... 3
Facility Agreement Overview.....3
Definitions.....4
Scope.....5
Trade Union Membership.....5
Appointment of Trade Union Representatives (accreditation).....5
Administration and Communications.....5
Union Subscriptions.....6
Facilities and Time Off.....6
Time Off for Trade Union Activities.....6
Time Off for Trade Union Duties.....7
Time Off for Training.....8
Time Off for Union Learning, health and Safety and Equalities Representaives.....8
Payment.....8
Procedure for Requesting Time Off.....9
Reasonableness and Amount of Time Off.....9
Disputes.....9
Additional Time Off with or Without Pay.....10
Disclosure of Information.....10
Review of Trade Union Recognition and Facilities Agreement.....11
Termination Clause.....11
Values and Behaviours.....11

Introduction

Governors and Head Teachers are responsible for developing and implementing policies and procedural arrangements in certain areas of employee relations including disciplinary, capability and grievance procedures. These are subject to consultation with the recognised trade unions and usually provided by the local authority.

A recognised trade union is an independent trade union recognised by the school and the local authority (as applicable) for collective bargaining purposes. In building and maintaining relationships with recognised trade unions and their accredited officials, Governors and Head Teachers must operate the agreements and procedural arrangements put in place by the Council on behalf of maintained schools.

Governors/Head Teachers must continue to apply provisions made by the Council where the latter remains responsible, for example, for ensuring that reasonable 'time off' is granted for trade union officials and members in accordance with the Trade Union and Labour Relations (Consolidation) Act 1992.

This agreement ensures that the school has proper and effective arrangements for the recognition of trade unions and the accreditation of trade union officials.

National agreements state that each local authority should determine which unions it recognises. This includes what facilities we provide to unions and how we work together to support effective industrial relations. The nationally recognised unions for employees in local government are confirmed in the relevant conditions of service.

The employer recognises that a national framework of terms and conditions in education is essential for the smooth operation of the labour market for education professionals. It will employ Teachers on School Teachers Pay and Conditions alongside the “Burgundy Book” terms of service and support staff on NJC derived “Green Book” terms and conditions and commits to do so as long as those represent the best available and it is the desire of employees to retain them. Noting the principle of no detriment, the employer will not move away from these arrangements without consultation and agreement.

Facilities Agreement Overview

This agreement ensures that we have proper arrangements for the recognition of trade unions. It also provides arrangements for the accreditation of trade union representatives. The terms of this agreement are binding in honour and are not legally enforceable.

Trade Unions recognise our right to be responsible for our management, organisation and policy to achieve our aims and objectives.

Similarly, the employer recognises the trade unions’ right to represent and protect the interests of their members, both individually and collectively.

We, and the trade unions, have common goals to:

- maintain acceptable employment practices and industrial relations

- encourage communication with employees
- ensure that we treat all workers fairly and equally

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Definitions

We use the following terms in this agreement. They reflect the terms used in the ACAS code of practice 'Time off for trade union duties and activities'. This code of practice is issued under section 199 of the Trade Union and Labour Relations (Consolidation) Act 1992.

- recognised trade union - an independent trade union recognised by us for collective bargaining purposes
- accredited representative or union representative - an employee elected or appointed by a recognised trade union. They must be elected or appointed as per the rules of the trade union. They represent all or some of the members within the workplace
- union member - a member of a recognised trade union
- other facilities include:
    - payroll deduction of subscriptions
    - printing
    - telephones
    - meeting rooms
    - noticeboard
    - internal post or courier services

For the purposes of this Agreement, the term 'trade union representatives' includes workplace representatives, equality, health and safety representatives and learning representatives as well as any other elected / appointed representative roles within the recognised trade unions.

Scope

The following matters shall be the subject of consultation and/or negotiation between the recognised unions and the employer:

- Pay, including pay structure
- Hours and holidays
- Negotiating machinery and procedures
- Changes to existing, or creating new collective agreements
- Employment policies and procedure, including disciplinary, capability and grievance procedures
- Health and safety
- Staff training and development
- Equality issues
- Operational issues affecting the deployment, security and prospects of staff
- Any other item which both sides agree to refer

Trade unions we recognise for collective bargaining:

Employment Group	**Recognised Trade Unions**
Teaching Staff	Association of School and College Leaders (ASCL)
	National Association of Headteachers (NAHT)
	National Association of Schoolmasters and Union of Women Teachers (NASUWT)
	National Education Union (NEU)
Support Staff	GMB (General, Municipal, Boilermakers and Allied Trades Union)
	Unison
	Unite

This agreement is intended to be implemented in conjunction with the obligations that the employer must meet in accordance with the TUPE regulations.

Trade union membership

All workers have the right to join a trade union and to benefit from union representation. They also have the right to hold office with a trade union. Specific rights exist when the trade union is recognised for collective bargaining purposes by the employer.

Appointment of Trade Union Representatives (accreditation)

The trade union will provide the names of newly elected representatives, in writing, to the Head of People at Lincolnshire County Council.

To be eligible for election, representatives must not be subject to any disciplinary and capability proceedings, and any sanctions must have expired.

The trade union will inform the Head of People when an accredited representative leaves office or their employment with us. The employee's accreditation will then cease.

Administration and Communications

We will provide facilities to enable union representatives to communicate with their members. We will also support the promotion of good industrial relations.

Trade union representatives will give as much notice as possible when seeking consent for such meetings. Consent will not be unreasonably withheld for such meetings. Union members must get prior agreement from their manager to leave work to meet with their union representative.

Union representatives may use computers, email and telephones for union business, in line with our ICT acceptable use policy – Policy overview - Lincolnshire County Council.

We acknowledge that trade unions have a right to communicate in private with their members.

Union Subscriptions

Employees generally pay their union subscriptions directly to their trade union. Employees may have their union subscriptions paid via payroll where appropriate.

Facilities and Time Off

We will consider requests for time off from any employee who is an official or member of a recognised trade union. We commit to comply with our statutory duties to allow such time off.

The purpose of this agreement is to set out:

- time off and facilities that we will provide to recognised unions
- time off provided for members of these trade unions

Time Off for Trade Union Activities

We will give union members reasonable time off during working hours to:

- take part in union activities
- access the services of a union learning, health and safety or equality representative.

The organisation will permit reasonable time off for the following activities:

- attending meetings at work to discuss and vote on matters that have been discussed between us and the union
- meeting to discuss issues relevant to the workplace that cannot be dealt with effectively outside of normal working hours and there is a direct benefit to both parties
- voting in union elections

Approved time-off for a trade union activity will be without pay. This will also apply to lay members who have time-off to participate in an authorised activity during regular working hours.

Time Off for Trade Union Duties

We will grant reasonable time off during working hours to undertake the following responsibilities:

- negotiation in connection with collective bargaining matters for which the union is recognised
- obtaining information from, and consulting with us, on redundancy
- getting information from, and consulting with, any prospective transferee in a relevant transfer to which the Transfer of Undertakings (Protection of Employment) Regulations (TUPE) 2006 apply
- receiving information from, and consulting with, the organisation under the TUPE regulations
- negotiating with the organisation to enter an agreement, or performing activities relating to an agreement, under Regulation 9 of TUPE
- accompanying an employee at hearings and meetings held under appropriate procedures, including:
    - disciplinary
    - capability
    - absence
    - grievance
    - appeals
- The employer will allow a representative reasonable time off for certain union duties where the relevant qualifying criteria are met.

- Representatives undertake a broad range of duties that do not always fit neatly into a single legal category for determining the right to time off. They may also be elected or appointed to more than one role. This means a representative may qualify for time off under the rights for more than one type of representative.

- For example, an employee who is a union equality representative can take reasonable time off for the purposes of that role. If, in fact, that employee meets the criteria of a union representative, they will also be eligible to take reasonable time off for the duties of that role.

- Trade unions will inform the employer clearly which roles an employee has been appointed to. The employer recognises that representatives may have overlapping roles, so they allow reasonable time off for representatives where it is due.

Time Off for Training

We will grant reasonable time off during working hours to undertake relevant training. This training needs to be relevant to the carrying out of their duties as a union representative in accordance with this agreement.

Time Off for Union Learning, Health and Safety and Equality Representatives

We will grant reasonable time off for training and undertake their duties. We will allow time off for the following duties:

- analysing learning or training needs
- providing information, advice and guidance on learning and training
- preparing for and promoting learning and training
- consulting us about such activities or preparing to undertake any such activities

Payment

We will pay for time off to carry out their duties and for training in accordance with this agreement. We will pay the amount they would have earned had they worked during the time off taken. If their earnings vary, we calculate the payment by using their average pay over the previous 12 weeks.

We usually give paid time off for duties within and outside of the organisation.

For duties outside the authority, examples are:

- representing the trade union at joint meetings to recommend terms and conditions of employees of local authorities
- attending conferences which are of value in relation to our services
- undertaking basic and further training relevant to carrying out their duties.
- carrying out duties of an appointed or elected member of a national executive or national or regional governing body of a union.

For duties inside the council and schools, this includes:

- participating in collective bargaining as appropriate
- informing members of negotiations or consultations with us about statutory provisions
- attending grievance resolution and disciplinary hearings and meetings with members
- attending other meetings with members, held under appropriate procedures (for example, sickness, capability)
- preparing for meetings
- supporting members through absence procedures

- supporting members when fit notes advise adjustments to be made
- discussions with new employees regarding the union's role in the industrial relations framework
- carrying out the functions of a trade union learning representative

We will not usually pay a union or union learning representative for duties or training outside their regular working hours.

We will endeavour to ensure that all meetings that are in the control of the employer are scheduled within normal working hours.

We may pay a representative if they work flexibly (for example, shift work). Representatives who work part-time will be paid under the same arrangements as if they were full-time employees.

Procedure for Requesting Time Off

Trade union representatives will give as much notice as possible when seeking consent for meetings. Consent with not be unreasonably withheld. There should also be arrangements in place for taking time off at short notice where appropriate due to the urgency or nature of the matters to be discussed.

The union will give us notice in writing that the employee is a union learning representative. This will also confirm that they must meet the training condition.

The union has given us notice in writing that the union learning representative:

- is sufficiently trained
- will undertake training within the next six months
- has completed training within six months of the notice being given

The union representative must submit their request for time off at least 28 days before the start of the course or sooner by agreement where there is last minute vacancy:

- provide alternative dates for the course (if possible)
- provide details of the contents of the course

Reasonableness and Amount of Time Off

The employer will allow a representative reasonable time off for certain union duties where the relevant qualifying criteria are met.

Disputes

Disputes regarding access to facilities, or time off, can be raised in line with our resolution (grievance) procedure.

If the employer and the trade unions cannot reach an agreement, the matter may be referred to the Advisory Conciliation and Arbitration Service (ACAS) in order to seek resolution of the issue.

Either party may determine that a matter is referred to ACAS for conciliation. Both parties may subsequently agree, where necessary, that a matter is referred to ACAS for arbitration.

While these procedures are being followed the employer will honour the status quo ante.

Additional Time Off with or Without Pay

Where trade union representatives face difficulties in effective representation or communication all meetings scheduled to take place in working hours unless a request of the member concerned. There may be a direct benefit to both parties in dealing with specific issues in this way.

Disclosure of Information

We will disclose information to trade union representatives that they may reasonably need to conduct negotiations. These will be in an informed and responsible manner.

The types of information which could be relevant in certain collective bargaining situations are:

- pay and benefits
- conditions of service
- number and types of employees
- performance
- financial

Trade unions should request information in writing.

All information disclosed will be dealt with in line with data protection legislation. We will only use the information for the purposes for which it was provided.

Review of Trade Union Recognition and Facilities Agreement

The provisions of this agreement will be subject to a formal review every three years. It may take place earlier if requested by either side. Reviews will ensure that the principles and objectives of the agreement are being effectively sustained.

Termination Clause

This agreement is intended to operate for an indefinite period. The council and trade unions agree that both parties retain the right to end the agreement by giving at least six months' written notice.

Values and Behaviours

The employer will not take disciplinary action against a trade union representative until an employed official of that trade union has been consulted, after obtaining the employee's agreement" - as per the ACAS Code of Practice.

Appendix 1 - Trade Union Application for Time Off Form

Applicant Details

Full Name _____

Payroll Reference _____

Establishment _____

Name of Accredited Trade Union_____

Absence Type Duty/Activity (delete as appropriate)

Union position of individual_____

Date and time of anticipated absence from work

Inclusive start date _____ Inclusive start time_____

Inclusive end date _____ Inclusive end time_____

Time taken off on the above date(s) is requested with/without (delete as appropriate) pay.

Headteacher/manager approval

To be completed by headteacher/manager and a copy provided to the applicant

The application for time off is/is not (delete as appropriate) approved in principle.

If approved, the time off is to be taken with/without (delete as appropriate) pay.

Time off approved and recorded on Business World (or other appropriate HR/Payroll system)

Signed _____ **Date** _____