

**DEPARTMENT OF EDUCATION, SPORT AND CULTURE  
TRADE UNION RECOGNITION AGREEMENT FOR COLLECTIVE BARGAINING FOR  
TEACHERS TERMS AND CONDITIONS**

**1. PARTIES, COVERAGE AND DEFINITIONS**

1.1. The following trade unions/professional associations are covered by this agreement:

- Association of School and College Leaders (ASCL)
- National Association of Headteachers (NAHT)
- NASUWT – The Teachers' Union (NASUWT)
- National Education Union (NEU)

The Department and trade unions agree that it is in the interests of all parties that consultation and negotiations are carried out expeditiously with the aim of reaching agreement.

1.1.2 The Department will normally consider requests for recognition from other union(s) in accordance with the Isle of Man Code of Practice of Trade Union Recognition 2001.

1.2. Throughout this agreement, the following definitions apply:

1.2.1. "The Department" means the Department of Education, Sport and Culture.

1.2.2. "Teacher" means teachers employed by the Department of Education, Sport and Culture.

1.2.3. "Trade unions" means the recognised trade unions listed above, provided that such trade union shall be and remain registered pursuant to the Trade Unions Act 1991 (of Tynwald);

1.2.4. "Officer" means a person appointed in accordance with the rules of the trade union.

1.2.5. "Workplace" means any Department premises at which a teacher is primarily employed, except teachers who do not have a primary place of work who shall be treated as being deployed from the Department's headquarters.

1.2.6. "Representative" means a teacher who operates on behalf of a trade union at a workplace level. The teacher will have been appointed in accordance with the rules of the trade union. This includes workplace representatives, health and safety representatives and learning representatives.

1.2.7. "Official" means a paid employee of a trade union.

1.2.8. "Facilities" means any physical resources provided by the Department to assist a trade union officer/representative in carrying out their trade union duties/activities.

- 1.2.9. "Facilities Time" means the release time provided by the Department to Representatives and Officers of recognised Trade Unions in 1.1 above. Whether the facilities time is paid or unpaid is defined in the Facilities Time Agreement in Annex 2.

## **2. PRINCIPLES AND OBJECTIVES**

- 2.1. The trade unions identified in this agreement are recognised for the purposes of collective bargaining, consultation and individual staff representation on behalf of the teachers.
- 2.2. In drawing up this Agreement, the Department and the Trade Unions above recognise that the Department exists to fulfil its statutory duties and policy objectives.
- 2.3. The purpose of this Agreement is to establish trade union recognition and establish a framework for collective bargaining about terms and conditions of employment.
- 2.4. **SCOPE**  
Outside of scope is
- 2.4.1. Where there is a specific school matter/individual cases where union representatives/officials will seek to resolve such with the relevant Headteacher/Head of Service
- 2.4.2. Meetings between the recognised unions and the Minister
- 2.4.3. Within the scope of the JNC for Teachers, this agreement is intended to promote and assist in the establishment of:
- a) jointly agreed pay and conditions of employment, employment policies and procedures
  - b) good practice with regard to matters of employment and health and safety
  - c) effective communication
  - d) participation and involvement of teachers
  - e) effective and prompt resolution of issues and disputes
  - f) developing harmonious working relationships
  - g) good industrial relations and the fair treatment of teachers
  - h) equal opportunities in employment
  - i) developing and promoting good health and safety procedures, and
  - j) arrangements for discussion of professional issues in the relevant sub groups.
- 2.5. This agreement is intended to be implemented alongside any other obligations that the Department must meet in accordance with statute.
- 2.6. The trade unions recognise that it is the Department's responsibility to plan, organise and manage the delivery of education to its students. In turn, the Department recognises the trade unions' right to represent and protect the interests of their members employed in the Department's settings both individually and collectively.

- 2.7 The Department and Trade Unions recognise their common interests and joint purposes in furthering the duties and objectives of the Department and in achieving reasonable solutions to all matters which concern them. All parties maintain their commitment to good industrial relations. In the interests of maintaining good industrial relations, the Department and each of the Trade Unions agree to be respectful of each other's views. The Department will inform new teachers of their right to join a trade union.
- 2.8 The Department and Trade Unions accept the need for joint consultation and collective bargaining in securing their objectives. They acknowledge the value of up to date information on important changes which affect the Department's teachers.

### **3. TRADE UNION OFFICERS AND REPRESENTATIVES**

- 3.1. Trade union officers and representatives will be appointed in accordance with the rules of the individual trade unions concerned. The trade unions will inform the Department, and where applicable the Head teacher/Head of Service, in writing of the names of their appointed officers and representatives within 10 working days of an election or other change.
- 3.2. The numbers of trade union representatives appointed in a workplace shall be a matter for each union but the trade unions agree that the numbers shall be reasonable in relation to the number of members represented. The Department will not decline to recognise appointed trade union officers and representatives.
- 3.3. Trade union members have prescribed rights to be represented by an officer or official of their trade union. Whether an officer or official represents a member is a matter for the trade union.
- 3.4. The Department undertakes that no trade union officers/representatives will suffer any disadvantage as a result of undertaking this role on behalf of trade union members.

### **4. FACILITIES FOR TRADE UNION OFFICERS, REPRESENTATIVES AND MEMBERS**

- 4.1. In accordance with paragraph 4.2, the Department agrees to provide appropriate facilities to trade union officers, representatives and members in order to enable them to discharge their union duties and undertake trade union activity.
- 4.2. Trade union meetings
- 4.2.1. Trade union members may hold meetings on the premises outside their normal working hours, including at lunchtimes and immediately following the end of the student day. The trade unions will give reasonable notice of such meetings to the Head teacher, and will seek a mutually agreeable date and time wherever possible. The Department will not seek to place restrictions on the frequency or duration of such meetings or to the attendance of officers or officials of the trade union at such meetings.
- 4.2.2. Trade union members may hold and attend such meetings on the premises within their normal working hours, where appropriate to the urgency or nature of the matters to be discussed. Trade union officers

and representatives will give as much notice as possible to the Head teacher when seeking consent for such meetings. The Department will not unreasonably withhold such consent to such meetings.

**5. DISCIPLINARY ACTION INVOLVING TRADE UNION OFFICERS AND REPRESENTATIVES**

- 5.1. The Department will not initiate disciplinary processes in relation to an Officer until a senior officer or official of that trade union has been notified, with the individual's permission.
- 5.2. The Department will not initiate disciplinary processes in relation to a union representative until a senior officer or official of that trade union has been notified, with the individual's permission.

**6. JOINT NEGOTIATING COMMITTEE**

- 6.1. The Department will provide the trade unions with appropriate information on financial and organisational issues in order to allow meaningful consultation and negotiation (including information required for collective bargaining and consultation in accordance with the Department for Enterprise Code of Practice and Manx Industrial Relations Service (MIRS) guidelines). The trade unions agree to treat information with sensitivity in cases of genuine commercial confidentiality.
- 6.2. The Department and the trade unions agree to have a Joint Negotiating Committee (JNC) consisting of representatives of both sides.
- 6.3. The JNC shall be governed by a written constitution as detailed in Annex 1.
- 6.4. The JNC will undertake the functions as described in the constitution.
- 6.5. Each workplace will be bound by the provisions, policies and procedures agreed by the JNC.
- 6.6. A Partnership Forum will be convened comprising representatives from OHR and the recognised teaching trade unions to review and develop procedures affecting teachers.

**7. CONSULTATION ON LEGISLATIVE CHANGES**

- 7.1. Where DESC proposes legislative changes which affect teachers employed in DESC workplaces, there will be full and meaningful consultation and, where applicable, negotiation with the trade unions prior to legislation being laid before Tynwald.

**8. FAILURE TO AGREE ON THE SUBSTANTIVE BUSINESS OF THE JNC**

- 8.1. Where agreement between the Department and union(s) cannot be reached by negotiation, it shall be jointly agreed to refer the matter in dispute to the Industrial Relations Officer who may seek to bring about a settlement by way of conciliation, or, if both parties agree, to independent arbitration.
- 8.2. Whilst these procedures are being followed, the Department will honour the current status quo.

**9. COMMENCEMENT, REVIEW AND VARIATION OF THIS AGREEMENT**

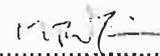
- 9.1. This agreement comes into effect on the following date: 1 October 2021
- 9.2. The provisions of this agreement may be reviewed at the request of either side, or varied at any time by mutual agreement of all parties following discussion as an agenda item at a quorate meeting of the JNC. Variations can only take effect when they have been approved by the Department.
- 9.3. The agreement itself may be terminated at any time by :
  - 9.3.1 Mutual agreement of all parties following discussion as an agenda item at a quorate meeting of the JNC; or
  - 9.3.2 Following discussion of issue(s) at a meeting(s) of the JNC and possible subsequent referral of the matter(s) to MIRS for arbitration in order to seek resolution of the issue; twelve months' notice of termination from the Department and the trade unions acting jointly.
- 9.4. The Department or any trade union may withdraw from this agreement through 12 months' written notice.

**Signatories to the Agreement**

Signed for and on behalf of the Department of Education, Sport and Culture

Chief Executive Officer:  Date: .....

Signed for and on behalf of Association of School and College Leaders (ASCL):

 Date 21.07.21

Signed for and on behalf of National Association of Headteachers (NAHT):

 Date 20.09.21

Signed for and on behalf of National Education Union (NEU):

 Date 21.07.21

Signed for and on behalf of the NASUWT – The Teachers Union (NASUWT):

 Date 28.07.21

**DEPARTMENT OF EDUCATION, SPORT AND CULTURE  
CONSTITUTION OF THE JOINT NEGOTIATING COMMITTEE FOR TEACHERS**

1. **NAME**  
The Committee shall be known as the Joint Negotiating Committee for Teachers.
2. **SCOPE**
  - 2.1. The Department and the trade unions agree that it is in the interests of all parties that consultation and negotiations are carried out expeditiously and with the aim of reaching an agreement.
  - 2.2. The functions of the Committee as defined in Paragraph 3 shall relate to all teachers covered by the Department of Education, Sport and Culture document 'Terms and Conditions of Service for Teachers'.
3. **FUNCTIONS**  
To engage in the following:-
  - 3.1 Provisions for the regular consideration of Terms and Conditions of Service for Teachers including the Pay Policy for Teachers, (but excluding negotiating superannuation or any claims relating to pay or other terms and conditions of an individual nature);
  - 3.2 Provision of a channel for consultation and negotiation between the Department and its staff on matters affecting their joint and several interests; and concerning the Department's provision and development of education.
  - 3.3 Provision for regular and recognised opportunities for consideration of any problems that arise from time to time.

The annual pay increases published in the STPCD will be reflected on the Isle of Man.
4. **MEMBERSHIP OF THE COMMITTEE**  
The Committee shall consist of:
  - 4.1. **Employer's Side** – 4 Members (including the Chief Executive of the Department of Education, Sport and Culture or their delegate and a Senior member of the Office of Human Resources)

#### 4.2. **Employees' Side Representatives- 4 Members**

The Department recognise the following Unions for the purposes of the JNC for Teachers:

- ASCL - 1 union officer
- NAHT – 1 union officer
- NEU – 1 union officer
- NASUWT – 1 union officer

4.3. A Trade Union officer may nominate a substitute. The substitute must be a Trade union officer or be a UK/island based union official

4.4. In addition to the members above, additional officers of the Department and/or Trade Union officers/officials (including off-island officials) may attend for the discussion of particular items or issues within the JNC on an ad hoc and non-voting basis. All members will be informed of any additional attendees at least two working days in advance of the meeting.

#### 5. **CONDUCT OF BUSINESS**

5.1. The Committee shall meet at least half termly. All parties shall work professionally and in productive dialogue to resolve any areas of disagreement.

5.2. Each meeting shall take place within normal working hours and employee representatives should be afforded facility time for the time spent at the meetings.

5.3. The Department/Human Resources shall provide an officer who can offer advice and also act as Minute Secretary for these meetings.

5.4. The minutes of the meeting shall be kept by the Minute Secretary, who shall arrange for the same to be circulated to all employer and trade union representatives prior to agreement, normally within fourteen days of each meeting.

5.5. Items for the agenda shall be given to the Minute Secretary not less than 14 days before a meeting and the agenda shall normally be issued at least 10 days before a meeting. Issues must relate generally across the employment group and not represent situations of individual teachers. An urgent meeting may be convened by agreement of all parties, in which event, only the item of urgency shall be discussed. Where policies are to be discussed, these shall be circulated at least 4 weeks prior to the meeting.

5.6. The Chair of the Committee shall be the Chief Executive Officer or their delegate.

5.7. Actions and decisions shall be recorded in the minutes, including whether decisions are unanimous or majority, noting any objections/disagreements.

- 5.8. It shall be the responsibility of the Department to ensure that the Terms and Conditions of Service for Teachers, and contractual policies are amended to reflect agreements concluded.
- 5.9. A quorum shall be 6 members, 3 of whom shall be Employee representatives and 3 employer representatives.

6. **SUB-COMMITTEES**

- 6.1. The Committee may appoint from its own members such sub-committees as may be considered necessary for special purposes. The Committee may delegate any of its functions to a sub-committee so appointed, and may co-opt persons who have specialist knowledge, not being members of this Committee, to serve such sub-committees in a consultative capacity.

7. **COMMENCEMENT, REVIEW AND VARIATION OF THIS AGREEMENT**

Refer to Section 9 of the Recognition Agreement.

**FACILITIES TIME AGREEMENT****1. INTRODUCTION**

- 1.1. The aim of this Agreement is to support and develop Department/employee relations. The Department is committed to solving employee relations issues through discussion and agreement.
- 1.2. This Agreement provides a clear framework for the provision of facilities and facility time for trade union officers, representatives and members, to ensure fairness and consistency is applied. It encompasses a joint responsibility from the Department and trade unions that arrangement for time off from work is to the mutual advantage of all parties.
- 1.3. Successful operation of these arrangements depends on managers and trade unions acting reasonably. The amount, purpose, occasion and any conditions subject to which time off applies, must take account of service needs at all times and will be those that are reasonable in all circumstances.
- 1.4. The Department and the recognised trade unions will seek to resolve any problems arising from the operation of this Agreement in a constructive manner.

**2. STATUTORY PROVISIONS**

- 2.1. The provisions of this Agreement are in accordance with the Employment Act 2006 and the Codes of Practice issued by the Department for Enterprise.
- 2.2. Whilst this Agreement is not legally enforceable, the Department and the trade unions are committed to maintaining and building a successful partnership that is committed to the terms stated herein.

**3. SCOPE**

- 3.1. This Agreement is between the Department and the recognised trade unions for teachers.
- 3.2. This Agreement applies to all teachers employed by the Department of Education, Sport and Culture, whether full or part time, who are members of one of the recognised trade unions for teachers outlined in 1.1 of the Recognition Agreement.

**4. GENERAL PRINCIPLES**

- 4.1. The general purpose of this Agreement is to aid and improve the effectiveness of relationships between the Department and the recognised teaching trade unions. This Agreement is based on a belief that both the trade unions and the Department accept joint responsibility for ensuring a well ordered system of trade union organisation and employee relations.

- 4.2. The parties to the Agreement recognise the contribution that can be made by the trade unions and their officers/representatives to the efficient and effective services provided by the Department.
- 4.3. Whilst recognising that the employee's first responsibility must be to their substantive employment, a union representative will be entitled to a reasonable time of paid facility time during working hours in accordance with the terms of this agreement.
- 4.4. Facility release time belongs to the Union rather than the individual and no one individual shall undertake more than 0.5FTE on union duties/activities.
- 4.5. The negotiation of facility time shall not be undertaken by the individual concerned and must be done in an open and transparent manner based on release for the union and not for the individual.

## **5. TRADE UNION/DEPARTMENT OBLIGATIONS**

- 5.1. This Facilities Agreement underpins a partnership approach adopted between the Department and the recognised trade unions. Therefore, there are specific responsibilities on management and the trade unions in this context.
- 5.2. The trade unions will:
  - 5.2.1 Provide membership numbers regarding teachers employed by the Department of Education, Sport and Culture, to the Department on 31 December every year to ensure that members are adequately represented
  - 5.2.2 Confirm in writing to the Department which union members are appointed or resign as officers or representatives at the earliest opportunity. This correspondence will state the position and constituency to which they are appointed as well as the effective date of office. Notice of any change of officer must be confirmed in writing by the end of the spring term wherever possible so that head teachers have a full term to make timetable and staffing adjustments as required. The period of office will follow the academic year, i.e. commencing on 1 September and terminating on 31 August
  - 5.2.3 Likewise inform the Department of which officers/representatives will be in receipt of facility time in the following academic year.
  - 5.2.4 Provide appropriate training for officers and representatives;
  - 5.2.5 Give reasonable notice of time off requirements.
- 5.3. The Department will:
  - 5.3.1 Ensure that management at all levels are familiar with arrangements relating to the Facilities Agreement
  - 5.3.2 Ensure that trade union officers, representatives and members are not treated less favourably or disadvantaged during their employment for uE
  - 5.3.3 Ensure schools are fully compensated for backfill arrangements as a result of officers being on facility time release

## **6. METHOD OF CALCULATION OF TIME OFF FOR TRADE UNION OFFICERS**

- 6.1. The Department will grant facility time per week to each recognised teaching union as follows:-

- ASCL – 2 days per week
- NAHT – 2 days per week
- NASUWT – 3 days per week
- NEU – 3 days per week

An additional 19 days per year flexible facility time are available to NEU and NASUWT to facilitate attendance at meetings, courses or conferences which are scheduled on days other than their regular, scheduled day-per-week already allocated. These additional days will be held centrally.

For details regarding the entitlement to facility time in relation to training, please refer to paragraph 12.

In exceptional circumstances such as the recent pandemic, the above arrangements may be reviewed.

- 6.2. The facility time allocated to a trade union will be distributed as per the rules of the individual trade unions. For the avoidance of doubt, facility time allocations cannot be carried over into the following academic year. Trade union officers may have timetabled, regular release utilising their union's facility time allocation. For clarity, the full amount of facility time does not have to be assigned and some allocation can be retained for ad-hoc use.
- 6.3. Trade union officers will be paid their current rate of contractual pay and allowances whilst on trade union facility time release.
- 6.4. In exceptional circumstances due to workload demands, it will be necessary to extend the time off for trade union officers for a specific period. This will be subject to separate consultation and agreement with the Department.
- 6.5. In the event that a trade union representative/officer is appointed to the regional/national executive of a recognised trade union, additional facility time will be granted up to a maximum of 10 days per year. Information around any additional allocation will be shared with the other trade union representatives who sit on the JNC for Teachers

## **7. CONDUCT OF TRADE UNION OFFICERS/REPRESENTATIVES**

- 7.1. It is the responsibility of the respective trade unions to ensure that their officers and representatives fully understand the extent of their authority and responsibility in their role. Any necessary training required will be provided and/or organised by the trade unions.
- 7.2. In the event that the Department has any concerns regarding the conduct of a union officer or representative, there will be the right to raise this in writing with the relevant union.

## **8. ENTITLEMENT TO FACILITY TIME FOR TRADE UNION DUTIES**

- 8.1. Trade union officers and representatives have a key role to play in representing members both individually and collectively.

- 8.2 Trade union officers and representatives will be allowed reasonable time off with pay during their normal working hours (including release from timetabled teaching) for the purpose of carrying out trade union duties.
- 8.3 The Department will also permit trade union officers and representatives time off with pay within their normal timetabled working hours (including release from timetabled teaching) where necessary, in particular to prepare for and/or attend meetings or to consult with employed officials or local officers of their union. Trade union officers and representatives will give as much notice as possible of the need for such time off and no reasonable request will be denied.
- 8.4 The Department will seek to ensure that all meetings convened by the Department or by Head teachers and involving trade union officers and representatives take place within their normal working hours. However, where such hours are at the specific request of management, time off in lieu (TOIL) or, in exceptional cases, overtime may be approved.

## **9. DEFINITION OF TRADE UNION DUTIES**

- 9.1. Entitlement to facility time for trade union duties will be paid and include matters relating to the following:
- 9.1.1 Terms and conditions of employment or the physical conditions in which teachers are required to work.
  - 9.1.2 Engagement or non-engagement or termination or suspension of employment or the duties of employment of one or more teachers.
  - 9.1.3 Allocation of work or the duties of employment as between teachers or groups of employees.
  - 9.1.4 Matters of discipline.
  - 9.1.5 Trade union membership or non-membership.

## **10.0 DEFINITION OF TRADE UNION ACTIVITIES**

- 10.1 Entitlement to facility time for trade union activities will be unpaid and include matters relating to the following:-
- 10.2 To operate effectively and democratically trade unions need members to participate in certain activities.
- 10.3 Members should be permitted to take reasonable time off during working hours for such purposes as voting at the workplace in union elections or ballots. Also there may be occasions when it is reasonable for unions to hold meetings of members during working hours because of the urgency of the matter to be discussed.
- 10.4 Where a member is acting as representative of their union, activities can be, for example, taking part in:
- Branch, area or regional meetings of the union where the business of the union is under discussion; or
  - Meetings of official policy making bodies, such as the executive committee or national conference
  - Meetings with full time officials to discuss issues relevant to the workplace.

## **11.0 REQUESTING AD-HOC FACILITY TIME**

11.1 In order to consider ad hoc facility time requests, it is acknowledged that line managers need as much advance notice as possible of all applications for time off work.

Applications for facility time must be submitted to the Director of Education Advice and Support, Headteacher or Head of Service, as appropriate. Requests for facility time should provide as much notice as possible, ideally at least ten working days prior to the date of the absence unless circumstances make this impracticable.

Requests shall include details of:

- a) The purpose of such time off
- b) The intended location
- c) The timing and duration of time off

In addition officers who request paid time off to undergo relevant training should give adequate notice for training courses..

All applications for facility time shall be considered promptly on their merits by the Director of Education Advice and Support/Headteacher/Head of Service.

11.2 A record using the form at Annex 3 shall be kept by all those in receipt of facility time to account for all facility time under this Agreement which can be audited, if required.

11.3 The Department will grant the facility time detailed in 6.1 above for union representatives on the JNC to carry out the duties in 9.1 above.

## **12.0 ENTITLEMENT TO FACILITY TIME FOR TRAINING**

12.1 The Department recognises that it is in the interests of good employee relations that trade union officers and representatives receive training to enable them to undertake their roles effectively. A trade union officer will be permitted reasonable paid time off work for initial basic training.

12.2 The Department will release union officers and representatives for training in representative skills as soon as possible after their appointment/election.

12.3 Both officers and representatives will provide the Department with ten working days' notice in advance of any training courses they wish to attend, where possible OR where this is not possible, a reasonable amount of time which will allow continuation of service delivery.

12.4 A trade union officer will be permitted to take reasonable paid time off work for training relevant to his/her trade union duties. The cumulative number of training days for a JNC union representative will be reasonable although will not normally exceed 15 days in any two years. This is for undergoing courses of training and instruction in aspects of industrial relations which are relevant to the union representative role.

**13.0 ARRANGEMENTS FOR STAFF WITH NON-STANDARD WORKING PATTERNS**

13.1 To ensure effective union representation, consideration will be given to part time employees, employees with particular domestic commitments which management have been made aware of and employees with a disability for whom reasonable adjustment may be required.

13.2 Wherever possible, meetings shall be convened at a mutually convenient time, date and venue with the aim of causing minimal disruption to service delivery.

**14.0 COMMENCEMENT, REVIEW AND VARIATION OF THIS AGREEMENT**

Refer to Section 9 of the Recognition Agreement.

