



FACILITIES AGREEMENT

BETWEEN

HM GOVERNMENT OF GIBRALTAR

AND

GIBRALTAR NASUWT

Preamble –Trade Union Facilities Agreement *

The prime aims of both Her Majesty's Government of Gibraltar (HMGoG) and of the Gibraltar NASUWT is the education of all the children of Gibraltar in a safe environment that is conducive to the progress of the children in academic, vocational and social skills in order to ensure their best possible development into adults and their taking their place within the community.

HM Government of Gibraltar and Gibraltar NASUWT recognise the importance of good industrial relations in the achievement of these common aims.

Similarly both parties agree that reasonable Facilities Time is an important element in this.

Successive Governments have enacted legislation to provide a statutory basis for union facility time as follows:

- paid time off within the working day for union representatives to accompany a worker to a disciplinary or grievance hearing;
- paid time off within the working day for union representatives to carry out trade union duties;
- paid time off within the working day for union representatives to attend union training;
- paid time off within the working day for union learning representatives to carry out relevant learning activities;

**Footnote:*

Trade union facility time for Health and Safety Representatives is provided for under the Factories Management of Health and Safety at Work Regulations, 1996 and does not fall within the scope of this agreement.

Trade Union Duties and Activities

Trade union facility time provides the platform upon which union representatives in workplaces in both the public and private sectors carry out often demanding and complex roles which include provision of advice to members, formal representation of members in grievance and disciplinary hearings and negotiating with managers over terms and conditions. This amounts to union representatives receiving paid time off work for a relatively tightly defined set of trade union duties. The legal basis for these arrangements is set out in EMPLOYMENT (INFORMATION AND CONSULTATION OF EMPLOYEES) REGULATIONS 2005. The Acas Code of Practice 3: *Time Off for Trade Union Duties and Activities* provides clear guidelines on facilities time.

Trade Union Facilities Agreement

TRADE UNION FACILITIES AGREEMENT

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1.0 Introduction

The aim of this Agreement is to support and develop employer/employee relations in the schools/educational establishments within Gibraltar. Her Majesty's Government of Gibraltar (HMGoG) will administer facilities time. All schools/educational establishments in the Gibraltar area are committed to solving employee relations issues through consultation, negotiation and agreement.

- 1.1 This Agreement provides a clear framework for the provision of facilities and facility time for trade union representatives and members, to ensure fairness and consistency is applied. It encompasses a joint responsibility from HMGoG, all participating schools/educational establishments and the Gibraltar NASUWT¹ that arrangement for time off from work is to the mutual advantage of all parties.
- 1.2 Successful operation of these arrangements depends on managers and Gibraltar NASUWT acting reasonably, with the aim of ensuring that necessary time off for trade union representatives is provided. The amount, purpose, occasion and any conditions subject to which time off applies, will be those that are reasonable in all circumstances.
- 1.3 HMGoG, all participating schools/educational establishments and the Gibraltar NASUWT as the recognised union for schools/educational establishments will seek to resolve any problems arising from the operation of this Agreement in a constructive manner.

2.0 Statutory Provisions

- 2.1 The provisions of this Agreement are in accordance with the EMPLOYMENT (INFORMATION AND CONSULTATION OF EMPLOYEES) REGULATIONS 2005. This procedure is also based upon the recommendations within the Acas Code of Practice 3: *Time Off for Trade Union Duties and Activities (including guidance on time off for union learning representatives)*. The revised version was published in January 2010.

¹ Previously known as GTA/NASUWT

2.2 HMGoG and Gibraltar NASUWT are committed to maintaining and building a successful partnership that is committed to the terms stated herein.

3.0 Scope

3.1 This Agreement is between HMGoG and Gibraltar NASUWT.

This Agreement applies to:

- (i) All employees, whether full or part time, who are members of Gibraltar NASUWT
- (ii) All accredited trade union representatives;
- (iii) All accredited equalities union representatives;
- (iv) All accredited union learning representatives (NB: refer to Appendix F Acas COP);
- (v) Gibraltar NASUWT;
- (vi) All managers within the institutions in (vii);
- (vii) All Government schools, including the Gibraltar College, but excluding private schools and the University;
- (viii) HMGoG

4.0 Definitions

4.1 The term *representative* is used to refer to an employee who operates on behalf of Gibraltar NASUWT at one or more of the following levels:

- workplace;
- Negotiating Association Officer;
- National Executive level;
- National Officer Level.

S/he will have been elected or appointed in accordance with the rules of Gibraltar NASUWT.

4.2 The provisions in this document primarily apply to duties and activities which relate to employee relations between HMGoG, and their employees all participating schools/educational establishments.

5.0 General Principles

5.1 The general purpose of this Agreement, always consistent with the aims stated in the Preamble is to aid and improve the effectiveness of relationships between HMGoG, all participating schools/education establishments and the Gibraltar NASUWT. This Agreement is based on a belief that HMGoG and participating schools/educational establishments have a responsibility for ensuring a well-ordered system of trade union organisation and employee relations.

5.2 The parties to the Agreement recognise the contribution that can be made by the Gibraltar NASUWT and their representatives to school standards.

5.3 Individuals will not be discriminated against during the course of their employment for membership of a trade union or activities undertaken in the capacity of trade union representative.

6.0 Trade Union and Management Obligations

6.1 This Facilities Agreement underpins a partnership approach adopted by HMGoG all participating schools/educational establishments and the Gibraltar NASUWT. Therefore, there are specific responsibilities placed on management and Gibraltar NASUWT in this context.

6.2 Gibraltar NASUWT will:

- a) Confirm in writing to HMGoG which union members are elected, or resign as representatives, at the earliest opportunity. This correspondence will state the position and group of members who they represent as well as the effective date of office;
- b) Give notice of any change of office, to be confirmed in writing by 30 April 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 July;
- c) Provide membership numbers on 31 December each year;
- d) Provide adequate training for representatives;
- e) Give reasonable notice of time-off requirements.

6.3 HMGoG will:

- a) Ensure that management at all levels in all contributing schools/educational establishments are familiar with arrangements relating to the Facilities Agreement;
- b) Ensure that trade union representatives and members are not treated either more or less favourably or are advantaged or disadvantaged

during their employment for undertaking trade union duties or activities;

Provide facilities and time off to those Gibraltar NASUWT trade union representatives and members, and in those circumstances as are detailed in this Agreement.

7.0 Time Off for Gibraltar NASUWT Representatives

7.1 HMGGoG will grant Gibraltar NASUWT trade union facilities time be allocated as follows:

- I. Nine 'person days' a week.
- II. Three three-day UK briefings, annually for all Executive officers, details to be agreed no later than one month in advance;
- III. Up to five three-day events for up to two officers annually (For example ETUC conferences, or other lobbying events in the UK, Brussels or Spain), details to be agreed no later than one month in advance;
- IV. Time for no more than two representatives at any one time to attend all Cross Frontier Group, Inter-Regional Trade Union Council and Gibraltar Trades Council meetings

7.2 The facility release time allocated to Gibraltar NASUWT shall be distributed by Gibraltar NASUWT to their officers in accordance with Gibraltar NASUWT's policies and procedures. The distribution of facility release time allocated to Gibraltar NASUWT will not be a matter for the Gibraltar Government, provided it is consistent with the purposes for which it has been granted.

7.3 No officer shall be released fully from their substantive role other than the nominated full time officer nominated under 7.1.

7.4 Gibraltar NASUWT officers will be paid their current rate of contractual pay and allowances whilst on trade union facilities time release.

7.5 Where possible, schools will be provided with cover requirements resulting from releasing representatives from their substantive role. This will follow the 'cover policy' agreed separately.

7.6 In exceptional circumstances due to workload demands by either party, and following consultation in advance between the parties, it may be necessary to extend or reduce, or not approve the time off for trade union representatives for a specific period.

7.7 In the event that a trade union representative is appointed to the national executive/national officer of the NASUWT, additional facilities time will be granted. This will be subject to separate consultation with the NASUWT. Account will be taken of individual circumstances and the substantive allocation granted to Gibraltar NASUWT.

8.0 Conduct of Gibraltar NASUWT Officers/Representatives

8.1 Whilst on facility release time officers/representatives are accountable to the Union, not HMGoG for those aspects of work undertaken directly related to Union duties. However, in their professional capacity they need to continue to keep to all relevant Government regulations and Codes. It is the responsibility of the Gibraltar NASUWT to ensure that their 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 NASUWT.

8.2 In the event that HMGoG has any concerns regarding the conduct of a union representative, there will be the right to raise this in writing with the NASUWT.

8.3 In the event of any Gibraltar NASUWT trade union officer being subject to any alleged breach of any formally adopted government procedure agreed with the Gibraltar NASUWT, in accordance with the Acas Code of Practice, the appropriate full-time representative will be informed prior to any action being taken by HMGoG.

9.0 Entitlement to Time Off for Trade Union Duties

9.1 It is recognised that Gibraltar NASUWT representatives have a key role to play in the industrial relations process and in representing members both individually and collectively. The conditions set out below underpin this and detail the circumstances to which time off for trade union duties apply.

9.2 It is recognised too that it is a prime objective to ensure that a high quality service is maintained at all times.

9.3 Entitlement to time off will be in accordance with ACAS Code of Practice 3 *Time off for Trade Union Duties and Activities*.

10.0 Definition of Trade Union Duties

10.1 Trade union duties are those set out in the ACAS Code of Practice 3, *Time off for Trade Union Duties and Activities* and include matters relating to the following:

- terms and conditions of employment, or working conditions of staff;
- engagement or no engagement, or termination or suspension of employment, of one or more members of staff;
- allocation of work or the duties of employment as between workers or groups of workers;
- matters of discipline and grievance;
- trade union membership;
- facilities for officials of trade unions;
- machinery for negotiation or consultation and other procedures;
- any other relevant matters

11.0 Entitlement to Time Off for Trade Union Activities

11.1 HMGoG recognises that the Gibraltar NASUWT require the active participation of its members to operate effectively. As such, employees who

are members of the Gibraltar NASUWT are permitted to reasonable paid time off during working hours to undertake the following union-related activities:

- Attendance at workplace meetings to discuss and/or vote on the outcome of negotiations with HMGoG.
- Accessing the services of a Union Learning Representative (ULR).

11.2 Time off for these activities will be reasonable in all circumstances. All parties should seek to agree time off at a period or periods which minimize disruptions to the Employer's services.

12.0 Training

12.1 HMGoG recognises that it is in the interests of good employee relations that trade union representatives receive training to enable them to undertake their roles effectively. Therefore, trade union representatives will be afforded the opportunity to attend training courses which are specifically relevant to their role within the trade union, during working hours, subject to the provisions of this Agreement.

12.2 It is the responsibility of the NASUWT to ensure that training is approved by the relevant Trades Union Congress for the recognised trade union, or by the trade union itself.

12.3 Management will release representatives for initial training in representative skills as soon as possible after their appointment/election.

12.4 Trade union representatives will provide management with five working days' notice of any training courses they wish to attend, wherever practicable.

13.0 Procedure for Requesting Time Off

13.1 HMGoG and schools/educational establishment must recognise the requirements of the Acas Code in establishing procedures for recognising time off.

13.2 Consultation will take place between the Gibraltar NASUWT and HMGoG where it is believed that the request may not fall within the terms of this Agreement;

13.3 Notice of facilities time within the terms of this Agreement will be sent by the President of Gibraltar NASUWT and communicated via email to the Director of Education and copied to the relevant Head teacher or Principal and the Gibraltar NASUWT office. This will ordinarily be acknowledged. If no reply is received after 48 hours it will be accepted that there are no issues which may lead to a request from the Director that the facilities time not be taken.

13.4 The school's Head teacher or Principal and the Education Advisor in charge of supply cover will be informed via email of dates, times for facilities time, and the nature of the request, as soon as practically possible.

14.0 Workplace Representatives

14.1 The role of workplace trade union representative is vital to good employee relations and it is good practice to give facility time to workplace representatives for this reason.

14.2 Facility time allocations at workplace level vary, but release from a timetabled teaching commitment of no more than one hour per week (adjusted to the nearest full period) per 30 members or part thereof would reflect the demands placed on workplace representatives and would also provide for timetabled time during the week when the Management can meet with workplace representatives.

15.0 Facilities

15.1 In addition to facility release time, the following facilities in accordance with the Acas Code of Practice 3 will be provided for trade union representatives in order to enable them to carry out their trade union duties and activities:

- use of accommodation for meetings;
- access to a school telephone;

- appropriate use of the school or governments e-mail system and internal mail system;
- the deduction of trade union membership fees at source, as appropriate;
- Secure accessible notice board facilities. (The management of such notice boards will be the responsibility of the trade unions);
- full and free access to the government's policies, procedures and documents relating to terms and conditions of service of staff they represent, via the intranet or hard copy, on request;
- secure storage in which to keep trade union-related documentation;
- Reasonable access to PC and photocopying facilities subject to discussion with the relevant managers

16.0 Arrangements for Staff with Non-Standard Working Patterns

16.1 To ensure effective union representation, and to avoid unlawful discrimination, consideration when scheduling meetings will be given to:

- employees who work shifts;
- part-time employees;
- employees employed in dispersed locations;
- employees with particular domestic commitments of which management have been made aware;
- Employees with a disability for whom reasonable adjustments will be required.

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

17.0 Expenses

17.1 HMGoG may reimburse reasonable expenses incurred by representatives where these specifically relate to duties undertaken outside Gibraltar at HMGoG's request, including attendance at meetings at a location other than the Gibraltar NASUWTs representative's workplace. There will be prior

agreement made with the relevant line manager before expenses are incurred.

17.2 Travelling expenses and subsistence allowances which have been approved under 17.1 and which have been incurred for HMGoG's related duties will be reimbursed in accordance with the government's travel and subsistence provisions.

18.0 Monitoring and Review of Agreement

18.1 This Agreement will be reviewed on an annual basis. Where appropriate, in response to a particular issue or concern, a review may be requested by either party.

18.2 Should HMGoG or the Gibraltar NASUWT wish to amend or terminate this Agreement all parties must be in mutual agreement. Three months' notice of amendment or proposal to terminate shall be given and negotiations on a new agreement will commence once such notification is received.

18.3 This agreement is approved and signed on behalf of HMGoG and the Gibraltar NASUWT by:

For and on behalf of HMGoG

For and on behalf of the Gibraltar NASUWT