



TRADE UNION RECOGNITION AND FACILITIES AGREEMENTS

MACHINERY FOR CONSULTATION AND NEGOTIATION

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SECTION 1 PARTIES, COVERAGE AND DEFINITIONS

1. The following trade unions are covered by this agreement:
 - the teacher unions ASCL, ATL, NAHT, NASUWT and NUT and the unions representing support and other professional school staff GMB, UNISON and Unite.
2. This agreement applies in respect of employees in the following categories:
 - teaching staff (ASCL, ATL, NAHT, NASUWT and NUT);
 - support and other professional school staff (GMB, UNISON and Unite).
3. Throughout this agreement, the following definitions apply:
 - “The Trust” means the REAch2 Academy Trust and any persons or bodies having responsibility for the management of the Trust and its Academies;
 - “The trade unions” means the recognised trade unions as listed above;
 - “The Academy” means any individual Academy within the Trust and any persons or bodies having responsibility for the management of individual Academies.
4. REAch2 Academy Trust is a trading name of REAch2 Ltd, Company Number 8040828, Registered in England and Wales, Charity Number: 1149000, Registered Address: Scientia Primary Academy, Mona Road, Burton Upon Trent, Staffordshire, DE13 OUF.

SECTION 2 PRINCIPLES AND OBJECTIVES

5. The independent trade unions identified in this agreement are recognised for the purposes of collective bargaining, consultation and individual staff representation on behalf of the workforce.
6. This agreement is intended to promote and assist in the establishment of:
 - jointly agreed pay and conditions of employment;
 - good practice with regard to matters of employment and health and safety;
 - effective communication;
 - participation and involvement of staff;
 - effective and prompt resolution of issues and disputes;
 - equal opportunities in employment; and

- arrangements for discussion of professional issues concerning teaching and learning, including issues relating to the curriculum, behaviour policy, etc.
7. The trade unions recognise that it is the Trust's responsibility to plan, organise and manage the delivery of education to the students at its Academies.
 8. In turn, the Trust recognises the trade unions' right to represent and protect the interests of their members employed in its Academies both individually and collectively.
 9. The Trust believes that representative trade unions help ensure good employee relations. The Trust will encourage employees to become union members, and will inform new appointees of their right to join a trade union. The Trust will provide the trade unions with the names and work locations of new appointees on request and subject to the appointee having the right to object to such provision.
 10. The Trust and the trade unions declare their commitment to maintaining good industrial relations and agree to make every effort to resolve any difficulties which may arise and to ensure that this agreement is effective.

SECTION 3 TRADE UNION REPRESENTATIVES

11. For the purposes of this agreement, the term 'trade union representatives' includes workplace representatives, health and safety representatives and learning representatives.
12. Trade union representatives will be appointed in accordance with the rules of the individual trade unions concerned. The trade unions will inform the Trust in writing of the names of their appointed representatives.
13. The number of trade union representatives appointed 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 Trust will not decline to recognise appointed trade union representatives.
14. Trade union members shall be entitled to be represented by employed officials or local representatives of the trade union, where the trade union considers this to be necessary in the circumstances.
15. The Trust undertakes that no trade union representatives will suffer any disadvantage as a result of undertaking this role on behalf of trade union members.

SECTION 4

FACILITIES FOR TRADE UNION REPRESENTATIVES AND MEMBERS

16. The Trust recognises its statutory obligations with regard to facilities for trade union representatives and members, including the right to reasonable time off with pay for trade union representatives to undertake trade union duties. The Trust agrees to provide appropriate facilities to trade union representatives and members in order to enable them to discharge their union duties and undertake trade union activity and to facilitate the objectives of effective communication and consultation with employees and their representatives set out in this agreement.

Time off with pay for trade union representatives

17. The Trust will permit trade union representatives reasonable time off with pay within their normal timetabled working hours (including release from timetabled teaching and learning support in the classroom) for the purpose of carrying out trade union duties. In certain circumstances it is recognised that the granting of time off may be refused because of the exigencies of the service. The grounds of refusal by the Academy will be made clear, and indicated in writing to the trade union representatives and the parties should endeavour to agree an alternative time and/or date as soon as reasonably practicable.
18. The Trust will also permit trade union representatives reasonable time off with pay within their normal timetabled working hours (including release from timetabled teaching and learning support in the classroom) where necessary, in particular to prepare for and/or attend meetings or to consult with employed officials or local representatives of their union. Trade union representatives will give as much notice as possible of the need for such time off.
19. The Trust will seek to ensure that all meetings convened by the Academy and involving trade union representatives take place within their normal working hours wherever practicable.
20. The Trust will, ensure that Facilities for Trades Unions will be provided in line with the Trades Union Facilities Agreement Policy. See Annex 2.
21. The Trust and the trade unions are committed to ensuring that trade union representatives receive appropriate training to allow them to discharge their trade union duties. The trade unions will provide appropriate training to their representatives. The Trust will permit trade union representatives reasonable time off with pay to attend relevant training courses run by their trade unions or by other appropriate bodies.

Facilities

22. The following facilities will be provided for Trade Union officers and representatives to carry out Trade Union duties and activities:
- Use of accommodation for meetings (subject to agreement with the Academy Principal or, in the case of the REAch2 central office, the appropriate REAch2 Manager) and to interview members in a confidential manner;
 - Confidential access to telephone, e-mail and internet.
 - Appropriate use of REAch2 email system and internal mail system. Any such usage should be in accordance with REAch2's e-Safety Policy and the Code of Practice for Computer and Telephone Users.
 - The deduction of Trade Union membership fees at source where requested.
 - Secure accessible notice board facilities on Academy sites. The management of such notice boards will be the responsibility of the Trade Unions. No notices may be elsewhere on REAch2 premises without prior consent of management.
 - Full access to REAch2 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 (subject to negotiation with the Academy Principal or appropriate REAch2 Manager)
 - Access to PC, photocopying facilities and reasonable access to administrative and secretarial services will be granted, subject to discussion with the relevant manager

Trade union meetings

23. The Trust will allow trade union members to 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 Academy. The Trust will not seek to place restrictions on the frequency or duration of such meetings or to the attendance of employed officials or local representatives of the trade union at such meetings.

24. The Trust will allow trade union members to 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 representatives will give as much notice as possible to the Academy when seeking consent for such meetings. The Trust will not unreasonably withhold consent to such meetings.

Time off for trade union activities

25. The Trust will allow trade union representatives and members reasonable time off during working hours for the purpose of taking part in trade union activity, including in particular representing the trade union at external meetings and conferences. Time off for trade union representatives and members to attend annual conferences and other policy-making conferences of their trade unions as a delegate will in all cases be time off with pay.

Disciplinary action involving trade union representatives

26. The Trust will not take disciplinary action against a trade union representative until an employed official of that trade union has been consulted.

**SECTION 5
JOINT CONSULTATION AND NEGOTIATION**

27. The Trust and its Academies 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 ACAS Code of Practice). The trade unions agree to respect the confidentiality of the information provided by the Academy and treat information with sensitivity.
28. The Trust and the trade unions agree to set up arrangements at both national and local level and involving representatives of both sides to undertake the following functions:
- the provision and sharing of information by the trade unions and the Trust;
 - consultations on employment procedures and working and organisational arrangements;
 - negotiation and agreement on the issues listed below.
29. Before implementing any changes in employment procedures and working and organisational arrangements, the Trust will undertake consultation and

negotiation where appropriate with trade union representatives through the national arrangements (to be known as the National Joint Consultative Committee or NJCC) or the local arrangements as appropriate.

30. The following matters shall, in particular but not exclusively, be considered by the NJCC at national level:
 - negotiating machinery and procedures;
 - terms and conditions of employment;
 - pay structures;
 - matters of health and safety;
 - operational issues affecting the deployment, security and prospects of staff;
 - staff training and development;
 - professional issues concerning teaching and learning, including issues relating to the curriculum, behaviour policy, etc.;
 - equal opportunities matters.
31. In regard to these matters, the Trust employs staff on the terms and conditions under which they were employed when they transferred their employment to the Trust under the TUPE regulations. This will mean that on transfer from maintained schools, staff will continue to be employed on national terms and conditions for teachers and support staff. Should this be subject to change, the Trust undertakes to enter into full consultation and negotiation with the NJCC
32. The Trust will not operate a two tier workforce, and so, new staff will be employed on the same basis as existing staff. However, where this occurs on a short term basis by reason of transfer of a new academy into the Trust, the Trust will bring this to the attention of the NJCC and will seek to harmonise the position as soon as is reasonably possible.
33. The NJCC will consider those issues, which have been mutually agreed to be the subject of national negotiation and consultation. Any principles agreed in the national framework shall not be reconsidered in the local arrangements. Each Academy will be bound by the provisions, policies and procedures agreed by the NJCC
34. The local arrangements will include regular meetings between the Principal and trade union representatives at each Academy in order to foster good relations and effective working and to consider the exercise of local discretion on employment matters, where this is provided for by the NJCC at national level, and other matters affecting employees in the Academy.
35. The Trust and the trade unions agree that any dispute on interpretation of this agreement or any other matter including any difficulties at Academy level will be referred initially to the NJCC for resolution.

36. The constitution and procedural agreement governing the NJCC is attached to this agreement as Annex 1.

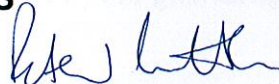
SECTION 6 FAILURE TO AGREE

37. The Trust 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 agreed settlement.
38. If the Trust 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.
39. Whilst these procedures are being followed the Trust will honour the status quo ante.

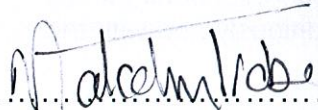
SECTION 7 COMMENCEMENT, REVIEW AND VARIATION

40. This agreement comes into effect on the following date: 01/09/14.
41. 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 NJCC
42. The agreement itself may be terminated at any time by mutual agreement of all parties following discussion as an agenda item at a quorate meeting of the NJCC; or through 12 months' notice of termination from the Trust or from the trade unions acting jointly. In the latter circumstance, either side will be entitled to place the matter for discussion upon the agenda of a meeting of the NJCC and subsequently to refer the matter to ACAS in order to seek resolution of the issue. Any individual trade union may withdraw from this agreement through 12 months' notice of withdrawal.


SIGNATURES

 Date December 18th 2014


Name: Peter Little **Job Title:** Chairman
For and on behalf of REAch2 Academy Trust

 Date


Name: MALCOLM TROBE **Job Title:** DEPUTY GENERAL SECRETARY
For and on behalf of Association of School and College Leaders (ASCL)

 Date 15th January 2015

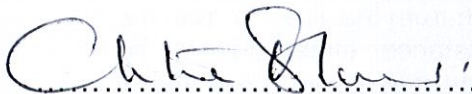
Name: RUSSELL HOBBY **Job Title:** GENERAL SECRETARY
For and on behalf of Association of Teachers and Lecturers (ATL)

 Date 19/01/2015


Name: **Job Title:**
For and on behalf of National Association of Head Teachers (NAHT)

 Date 9th January 2015

Name: Chris Keates **Job Title:**
For and on behalf of NASUWT - The Teachers' Union

 Date 13th January 2015

Name: CHRISTINE BLOWER **Job Title:**
For and on behalf of National Union of Teachers (NUT)

 Date 13th January 2015

Name: AVRIL CHAMBERS **Job Title:** NATIONAL OFFICER
For and on behalf of GMB

J. Richards

.....
Name: J. Richards
For and on behalf of UNISON

Date: 16.1.2015

Job Title: National Secretary

F Farmer

.....
Name: F Farmer
For and on behalf of UNITE - The Union

Date: 22-1-2015

Job Title: National officer

ANNEX 1

CONSTITUTION FOR THE NATIONAL JOINT CONSULTATIVE COMMITTEE (NJCC)

Title

1. The Committee shall be known as the National Joint Consultative Committee or National NJCC

Purpose of Committee

2. The Committee has been established in support of the Principles and Objectives listed in Section 2 of the Recognition Agreement; and in order to consult and negotiate on the matters listed in Section 5 of that Agreement and other appropriate matters.

Representation at Meetings

3. The composition of the Trust side is the prerogative of the Trust Board but there will be an expectation that there will be regular attendance by the appropriate senior Trust officials at all NJCC meetings.
4. Consultation and negotiation where appropriate will take place through the NJCC. Sub groups may sometimes meet to discuss issues, which only affect teachers or support and other professional school staff. These sub groups will only be formed by joint agreement and will report back to the full NJCC
5. The membership of each side shall be determined annually. Each side shall inform the other side promptly of any changes in representation.
6. Substitute representatives shall be permitted on both sides where necessary but each side shall seek to ensure that its nominated representatives attend all meetings.
7. Each side shall be entitled to be accompanied by an adviser with speaking rights.
8. The office of Chair shall alternate at each meeting between the Trust and Union sides.

Meetings

9. Each side shall nominate a Secretary who shall be responsible for liaising with the other side on matters such as dates of meetings, agreement of agendas and draft minutes, issuing invitations and agendas to members etc.

10. Meetings shall be held at least termly. The date and agreed agenda shall be sent to members at least ten working days before each meeting. The agenda shall list the items for discussion but shall also allow other urgent business to be discussed. Any additional items should be specified before the meeting and agreed by both sides.
11. Special meetings shall be held where either the Trust or Union side submits a request in writing to the other side. The date and agenda for special meetings shall be sent to members no later than five working days after the request is submitted and the meeting shall take place no later than fifteen working days after the request is submitted.
12. Each Side shall be entitled to a pre-meeting prior to the meeting in order to discuss the business on the agenda.
13. The quorum for all meetings shall be 2 members of the Trust and 3 members of the Unions.
14. Administrative support to the NJCC shall be provided by the Trust. The draft minutes of all meetings shall be circulated to both Secretaries for agreement no later than ten working days after the meeting. The agreed minutes of all meetings shall be submitted to the Governing Boards of the Trust and its Academies for information.

ANNEX 2

**TRADE UNION
FACILITIES AGREEMENT**

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1.0 INTRODUCTION

The aim of this Facilities Agreement is to support and develop employer/ employee relations at REAch2 Academy Trust (REAch2). REAch2 is committed to solving employee relations' issues through discussion and agreement.

- 1.1 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 REAch2 and Trade Unions 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 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.
- 1.3 REAch2 and the recognised Trade Unions will seek to resolve any problems arising from the operation of this Agreement in a constructive manner.
- 1.4 REAch2 Academy Trust is a trading name of REAch2 Ltd, Company Number 8040828, Registered in England and Wales, Charity Number: 1149000, Registered Address: Scientia Primary Academy, Mona Road, Burton Upon Trent, Staffordshire, DE13 0UF.

2.0 STATUTORY PROVISIONS

- 2.1 The provisions of this Agreement are in accordance with the Trade Union and Labour Relations (Consolidated) Act (TULR(C)A) 1992 and the relevant amendments made by the Employment Act 2002. 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)', published in 2003.
- 2.2 Whilst this Agreement is not legally enforceable, REAch2 and the Trade Unions are committed to maintaining and building a successful partnership that is committed to the terms stated herein.

3.0 SCOPE

- 3.1 This Agreement applies to:
 - (i) all employees, whether full or part-time, who are members of a recognised Trade Union
 - (ii) all accredited Trade Union officers
 - (iii) all accredited Trade Union representatives
 - (iv) all accredited Trade Union Health and Safety representatives

- (v) all accredited Union Learning Representatives
- (vi) all recognised Trade Unions
- (vii) all Managers
- (viii) the REAch2 Academy Trust Board

4.0 DEFINITIONS

- 4 For the purposes of this document, the term 'Trade Union' shall be taken to include all staff side organisations, which are recognised for employee relations' purposes
- 4.1 The term 'official' is used to refer to paid representatives of trades unions
- 4.2 The term 'officer' is used to refer to full and part-time employees working on behalf of a Trade Union across a number of schools within the Trust. He/she will have been elected in accordance with the rules of the Trade Union.
- 4.3 The term 'representative' is used to refer to an employee who operates on behalf of a Trade Union at a school level. He/she will have been appointed in accordance with the rules of the Trade Union.
- 4.4 The terms 'officer' and 'representative' are both Trade Union representatives within the meaning of the legislation.
- 4.5 The guidance in this document primarily applies to duties and activities, which relate to employee relations between REAch2 and its employees.

5.0 GENERAL PRINCIPLES

- 5.1 The general purpose of this Agreement is to aid and improve the effectiveness of relationships between REAch2 and the recognised Trade Unions. This Agreement is based on a belief that both the Trade Unions and REAch2 accept joint 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 Trade Unions, and their officials, officers and representatives, to the efficient and effective services provided by REAch2.
- 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/officer.

6.0 TRADE UNION / MANAGEMENT OBLIGATIONS

- 6.1 This Facilities Agreement underpins a partnership approach adopted between REAch2 and its recognised Trade Unions. Therefore, there are

specific responsibilities on Management and the Trade Unions in this context.

6.2 The Trade Unions will:

- (a) Provide membership numbers to REAch2 on 31st December every year to ensure that members are adequately represented;
- (b) Confirm in writing to REAch2 which union members are elected 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 the effective date of office.
- (c) For teacher trade unions notice of any change of office must be confirmed in writing by the end of the spring term so that Principals 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 1st September and terminating 31st July.
- (d) Provide appropriate training for officers and representatives;
- (e) Give reasonable notice of time off requirements.

6.3 REAch2 Academy Trust will:

- (a) Implement a central budget and accounting systems for Trade Union facilities finances;
- (b) Ensure that management at all levels are familiar with arrangements relating to the Facilities Agreement;
- (c) Ensure that Trade Union officers, representatives and members are not treated less favourably or disadvantaged during their employment for undertaking Trade Union duties or activities;
- (d) Provide facilities and time off to recognised Trade Union officers, representatives and members, as detailed in Section 8 below.

7.0 CONDUCT OF TRADE UNION OFFICERS AND 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 REAch2 have any concerns regarding the conduct of a union officer or representative, there will be the right to raise this with the relevant union.

- 7.3 In the event of any trade union officer or representative being subject to any alleged breach of any formally adopted REAch2 procedure agreed with the Trade Unions, in accordance with the ACAS COP, the appropriate full time official will be informed prior to any action being taken by the employer

8.0 ENTITLEMENT TO TIME OFF FOR TRADE UNION DUTIES

- 8.1 It is recognised that Trade Union officers and representatives have a key role to play in the industrial relation 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.

- 8.2 Trade Union officers and representatives are permitted to take 'reasonable' time-off to carry out Trade Union related duties, subject to service requirements. It is REAch2's prime objective to ensure a high quality service is maintained at all times. The Trade Unions should be aware of the range of operational requirements, which must be taken into account when considering requests for time off. Such factors include:

- Statutory requirements
- Service delivery
- The meeting of work deadlines
- The need for safety and security

- 8.3 Entitlement to time off applies where duties relate to:-

- Negotiations with REAch2, as per section 178(2) of the TULR(C)A 1992; or
- Any other functions on behalf of REAch2 employees which are related to matters falling within section 178(2) of TULR(C)A 1992 and which REAch2 has agreed the union may perform
- Any other legislation which defines the rights and entitlements of trade union officers and representatives under health and safety and union learning representatives respectively

- 8.4 There is no statutory right to pay for time when a Trade Union duty is carried out at a time when the representative would not otherwise have been at work. However, where such hours are at the specific request of management, time off in lieu (TOIL), or in exceptional cases, overtime may be approved, in line with local arrangements.

9.0 METHOD OF CALCULATION OF TIME OFF FOR TRADE UNION OFFICERS

- 9.1 The allocation of facilities time for Trade Union officers is based upon the membership figures provided to REAch2 by the individual recognised trade unions.

- 9.2 Where membership figures have not been provided by the trade union, REAch2 will still ensure that statutory duties are complied with.
- (i) The respective trade unions will identify elected trade union officers to receive the facilities time and inform REAch2 on an annual basis prior to the commencement of each academic year. This would normally be at Easter each year to ensure schools and Principals have adequate time to plan the timetable for each year and ensure there is minimal or no disruption to service delivery.
 - (ii) The remaining recognised trade unions will be allocated facilities in line with the employer's statutory duties.
 - (iii) Trade union officers will be paid their current rate of contractual pay and allowances whilst on trade union facilities time release.
- 9.3 When calculating the facilities budget for Teacher and Support staff Trade Union Officers, this will be set out in the table at Annex 3 and will be based on:
- (i) the need for all Teacher/Support staff Trade Unions to attend National and local JCCs, and
 - (ii) Trust pupil numbers as declared in the October census
- 9.4 The figure established in 2014 of £3 per pupil gives an overall budget allowing a fixed amount to fund the National and Local JCCs. It will be allocated to Trade Unions on a proportionate percentage basis in direct relation to membership figures submitted in September 2014.

10.0 DEFINITION OF TRADE UNION DUTIES

10.1 Trade Union duties include matters relating to the following:

- Terms and conditions of employment, or working conditions of staff
- Engagement or non-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 officers of Trade Unions
- Machinery for negotiation or consultation and other procedures
- Any other matters associated with the legitimate interests of the Trade Union concerned and its members

10.2 A detailed breakdown can be found in the ACAS Code of Practice 3: Time off for Trade Union Duties and Activities (including guidance on time off for Union Learning Representatives) (2003).

11.0 ENTITLEMENT TO TIME OFF FOR TRADE UNION ACTIVITIES

11.1 REAch2 recognises that Trade Unions require the active participation of its members to operate effectively. As such, employees who are members of a recognised Trade Union are permitted to reasonable time off, during working hours to undertake union related activities.

Time off for the following activities will be paid:

- Attendance at workplace meetings to discuss and vote on the outcome of negotiations with REAch2
- Accessing the services of a Union Learning Representative

11.2. Time off for these 'activities' will be 'reasonable' in all circumstances. All parties should seek to agree time off at a period, which minimises the disruption of REAch2 services.

12.0 TRAINING

12.1 REAch2 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. Therefore, Trade Union officers and 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 needs of the service.

12.2 It is the responsibility of the Trade Union(s):

- (i) To ensure representatives and officers have received sufficient training to enable them to operate competently in their roles. In the case of ULR's, they must be trained:
 - At the time when the Trade Union provides REAch2 with written notification of the appointed/elected ULR'sOR
 - Within 6 months of that date and this again must be confirmed to REAch2 in writing. In exceptional circumstances, this 6-month period may be extended, subject to prior discussion and approval between the Trade Union and REAch2 to pay for training fees and expenses, other than for courses organised by REAch2
- (ii) To ensure that training is approved by the relevant Trade Union Congress of the recognised Trade Union, or by the Trade Union itself

12.3 Management will consider releasing officers and representatives for initial training in representative skills as soon as possible after their appointment/election.

12.4 Both officers and representatives will provide management with 10 working days' notice in advance of any training courses they wish to attend, where

possible OR a reasonable amount of time, which will allow continuation of service delivery.

13.0 PROCEDURE FOR REQUESTING TIME OFF

- 13.1 Representatives requesting time off to pursue employee relations' duties or activities must notify the nominated manager at the earliest opportunity.
- 13.2 Consultation will take place between relevant parties.
- 13.3 Where formal facilities are allocated to respective trade unions, the representative may negotiate time off on a full time equivalent (FTE) basis. This will ensure there is no detriment to service delivery
- 13.4 To ensure the effective operation of this process, Human Resources will provide a list of managers authorised to grant facilities time in the workplace.
- 13.5 The nominated manager will need to consult with the departmental Head of Human Resources in certain instances.
 - Where it is believed that the request may not fall within the terms of this Agreement;
 - Where the nominated manager believes that granting the request would **seriously disrupt** the service of the Trust or create a potential threat to the health and safety of employees, the public or REAch2's property.
- 13.6 The Trade Union representative concerned will be consulted, along with the Union Branch Officer or Regional Official

14.0 ARRANGEMENTS FOR STAFF WITH NON-STANDARD WORKING PATTERNS

- 14.1 To ensure effective union representation, consideration will be given to:
 - Employees who work shifts
 - Part-time employees
 - Employees employed in dispersed locations
 - Employees with particular domestic commitments, which management have been made aware of
- 14.2 Wherever possible, meetings shall be convened at a mutually convenient time, date and venue with the aim of causing minimal disruption to service delivery.
- 14.3 In the event that it is necessary for management to arrange a joint meeting which falls outside the 'normal' working hours for the categories of union members listed above in Section 14.1, time off in lieu, or in exceptional cases, overtime may be approved, in line with local arrangements.

- 14.4 Staff employed at dispersed sites, who are required to attend meetings with management, will be granted reasonable travelling time.

15.0 EXPENSES

- 15.1 REAch2 will only reimburse expenses incurred by officers and representatives where these specifically relate to duties undertaken at REAch2's request. There will be prior agreement made with the relevant line manager before expenses are incurred.
- 15.2 Travelling expenses and subsistence allowances which have been incurred for REAch2 related duties will be in accordance with REAch2 travel and subsistence provisions.

16.0 MONITORING AND REVIEW OF AGREEMENT

- 16.1 The Trade Union Facilities 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.

Annex 3

Allocation of Trades Union Facilities funding

Union	Fixed	% Membership	% Funding	TOTAL
GMB	£500			
Unison	£500			
ATL	£500			
NASUWT	£500			
NUT	£500			
TOTAL	£2500	100%		£36,837