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# ARGYLL AND BUTE COUNCIL

## COMMUNITY SERVICES: EDUCATION

LOCAL NEGOTIATING COMMITTEE FOR TEACHERS 20<sup>th</sup> November 2025

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### **The Provision of Time and Facilities for Teachers to Undertake Trade Union Duties and Activities**

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#### **1. Introduction and Statutory Provisions**

This agreement outlines the arrangements and procedures for teacher trade union representatives undertaking trade union duties, training and activities within Community Services (Education) in Argyll & Bute.

Employees who are union representatives of an independent trade union, recognised by their employer, have a statutory right to reasonable time off during contractual working hours to carry out certain trade union duties and training. This is restricted to matters governed by legislation.

The provisions of this agreement are in accordance with the Trade Union and Labour Relations (Consolidated) Act 1992 and the relevant amendments made by the Employment Act 2002. This LNCT Agreement is also produced in line with ACAS Code of Practice 3: Time off for Trade Union Duties and Activities published in January 2010.

The time off agreed for trade union activities for teachers will depend upon the level of office and responsibilities that the trade union representative holds.

#### **2. Scope**

2.1 This agreement is between Education Management (Argyll & Bute Council) and the recognised teaching trade unions listed below:

- EIS
- NASUWT
- SSTA
- AHDS
- SLS

2.2 It is the responsibility of the relevant trade unions to advise Heads of Education and/or Committee Manager (Governance) of any changes to the names and details of representatives upon appointment, resignation or retirement or where there are amendments to their roles/responsibilities.

### 3. School representatives

3.1 A school representative is a member of a teacher trade union elected by members of that union within a school's staff as a lay official to carry out trade union duties such as the following:

- (a) informing union members in the school about negotiations or consultations with school leadership;
- (b) informing union members in the school about policy developments, negotiations or consultations with school leadership or employer;
- (c) meetings with other representatives/lay officials or full-time union officers to discuss members' business of an industrial relations nature or other matters;
- (d) attending meetings with and on behalf of union members (formal and informal) at school level on attendance, grievance and disciplinary matters;
- (e) contact with new employees or new union members of the role of the union at school and local level;
- (f) arranging for the balloting of school union members including the dissemination of related information to members prior to balloting;
- (g) meetings with senior leader team of the school.

3.2 To assist in essential preparation for and final discharge of these duties, the following weekly reduction in maximum class contact time should be made:

<b>Number of members represented</b>	<b>Amount of time-off</b>
1 to 10	Time off negotiated as required
11 to 40	Approximately 60 minutes (or one school period in secondary school)
41 and over	Approximately 120 minutes (or 2 school periods in secondary school)

3.3 Before the start of a new academic year, the elected trade union representative(s) should inform school leadership that he/she is the school representative so that the appropriate additional time can be timetabled and in secondaries schools is entered on to the school's timetable.

3.4 The above allocation of time-off within the school day for trade union representatives is additional to that amount of non-class contact time per week to which all teachers are entitled in terms of their conditions of service under the SNCT.

3.5 The granting of time-off for trade union representatives in schools remains subject to the exigencies of the service but would not normally be refused. The Appeals process is available where there is a dispute in this area.

#### **4. Facility Time for Trade Union Health & Safety Representatives**

4.1 Trade union Health and Safety Representatives are entitled to time off in meaningful blocks to enable them to perform their role. Appropriate arrangements to enable Health and Safety Representatives to perform their duties should be made at establishment level.

4.2 The role of a Health and Safety Representative will include the following, which should not be seen to be exhaustive:

- (a) investigating potential hazards and dangerous occurrences and examining the causes of accidents in the workplace;
- (b) investigating complaints by their members relating to health, safety and welfare at work;
- (c) carrying out safety inspections including annual health and safety inspections;
- (d) attending safety representatives' meetings/health and safety committee meetings;
- (e) attending appropriate health and safety training;
- (f) assisting with and requesting risk assessments
- (g) keeping up-to-date with health and safety legislation, authority policy on health and safety, and liaison with Authority's Health and Safety team.

4.3 The school's Health and Safety Representative should inform their Head Teacher/Head of Campus that he/she is the elected representative before the start of the new academic year.

4.4 The Health and Safety Representative will normally be entitled to 50 minutes (or one school period in secondary school) per month timetabled off. Representatives should seek approval from their Line Manager prior to time being taken each month. Where the allocated time each month is not required for health and safety matters, the Head Teacher/Head of Campus should ensure that the representative uses this time for their normal teaching duties.

## **5. Learning Representatives**

5.1 Trade union Learning Representatives will be a single appointment and represent their members across the whole Authority.

5.2 The duties and responsibilities of the learning representative are as follows:

- (a) analysing learning or professional needs of teachers;
- b) providing information and advice about all aspects of professional development;
- (c) arranging and enabling access to CLPL at a local and national level;
- (d) promoting the value of CLPL;
- (e) consulting and liaising with the Authority's Lead Teacher (Leadership) regarding matters relating to CLPL resources, activities and events;
- (f) undergoing relevant training and CLPL associated with the role of Learning Representative.

5.3 The Learning Representative will be allocated facility time at the discretion of the Heads of Education provided that the trade union has given notice in writing that the employee is the Learning Representative of the trade union and that the employee is sufficiently trained and competent in this area of expertise as laid down in the ACAS Code of Practice 3: Time off for Trade Union Duties and Activities.

## **6. Attendance at meetings of trade unions or professional associations**

6.1 Teachers may request leave of absence for a number of purposes as a result of their membership of trade unions/professional associations. This section covers any member of a teacher trade union elected as:

- (i) a member of Argyll & Bute's JSC
- (ii) a member of Argyll & Bute's LNCT
- (iii) a member of the national body of their Union
- (iv) a union representative on the SNCT

6.2 The Authority's policies are based on the statutory requirements but also into account local agreements made with the teachers' trade unions. In deciding how leave of absence may be given, and on what basis, the following general principles will be applied:

- (a) Release of teachers in connection with the business of trade unions and professional associations will be subject to the exigencies of the service and will require the specific permission of the Heads of Education or the Executive Director.
- (b) Subject to paragraph (a) above, teachers will be granted leave of absence with pay:
  - to attend local and national negotiating meetings;
  - to represent members at grievance and disciplinary hearings and at industrial tribunals;
  - to represent their trade unions on the JSC, LNCT and Trade Union/Education Management Meetings;

- to undertake approved training relating to their duties as trade union representatives;
- in connection with other duties directly concerned with industrial relations matters.

6.3 Teachers appointed as delegates will be granted leave of absence - with pay - for attendance at the AGM of their trade union, STUC Congress and TUC Congress (subject to the exigencies of the service). Requests should be made in writing to the Executive Director at least one month before the event.

6.4 Where a member of the teaching staff has been elected to high office in one of the trade unions or professional associations, he/she will be granted paid leave to facilitate their roles and responsibilities. Additional paid leave may be granted by the Executive Director to allow the wider duties of the post held to be undertaken effectively. The actual amount of additional leave to be granted will be determined by the Executive Director.

6.5 Where a teacher is elected as a Convenor or Vice-convenor (or a similar post) of a national body, he/she will - with the agreement of the Executive Director - be granted paid leave to undertake their roles and responsibilities.

6.6 A limit will be set on the amount of leave granted for teachers – in normal circumstances, the maximum entitlement will be 25 days. The 25 days will include time for all activities. Where the teacher is appointed by the trade union to represent it on an outside body such as the Learning and Teaching Scotland, SQA, or committees of these or other bodies of a professional nature, time for attendance shall be included within the 25 days. Where teachers who are trade union officials are separately elected to such bodies, time for attendance shall not be included within the 25 days limit.

6.7 Where a teacher is appointed by the trade union to represent it on an outside body such as the GTCS, Learning and Teaching Scotland, SQA, or committees of these or other bodies of a professional nature, attendance (with paid leave) will normally be granted subject to the exigencies of the service.

6.8 At the start of each academic year, teachers involved must indicate the time which they estimate will be required for trade union duties. Thereafter, the remaining time may be requested for other activities in which the teacher is involved as a result of his/her union membership

6.9 The onus is on the teacher to make application for leave of absence for pursuing trade union duties and activities.

6.10 Minimum entitlements in relation to time off in connection with the business of trade unions are set out in employment law. The legislation makes a distinction between trade union duties for which time-off is given with pay and trade union activities for which time-off is given without pay.

6.11 While time allocated above is within the school day, meetings of Union members should be held out of class contact time. Up to three Union Meetings – not lasting more than one hour – will be facilitated each year. The timings of these meetings will be agreed in advance at school level and included in the school's WTA. Attendance is not optional.

## **7 Facilities for school representatives**

7.1 The Authority will provide, where practicable, reasonable facilities for union representatives to undertake his/her duties. This will include access to a telephone in privacy and space for preparation and safe storage of materials provided by the trade union. Access will also be provided for photocopying on the understanding that any costs entailed may be recovered from the trade union concerned. Where there are competing demands on facilities, the Head Teacher/Head of Campus shall determine priorities.

## **8 Training in trade union matters**

8.1 Trade union school representatives shall be entitled, subject to the exigencies of the service, to paid time-off for appropriate training in trade union matters. Requests for such leave should be passed to the Heads of Education Services consideration.

## **9 Local elected officials**

9.1 A local elected official is a member of a teacher trade union elected by a trade union local association as a lay official of the association to carry out trade union duties such as the following:

- (a) informing union members within the local association about negotiations or consultation with management;
- (b) meetings with members in situations where industrial relations issues require consideration prior to, during or following consultation with representatives of the authority as employer;
- (c) meetings with representatives of the employer;
- (d) meetings with other lay officials or full-time union officers to discuss business of an industrial relations nature;
- (e) meetings with, and on behalf of, union members at an Authority level on attendance, grievance and disciplinary matters.

9.2 Each teacher trade union, depending on size, will be allocated time off with pay for officer bearers to carry out the duties detailed above. The distribution of this time among the nominated officials shall be agreed in conjunction with the Heads of Service/Executive Director. The allocation of this facility time is subject to annual review by the Authority. At an agreed time each year, an audit of teacher union membership numbers will take place. Engagement with schools will then take place, where required, to ensure that the agreed facility time is allocated to officer bearers.

9.3 The granting of time off in any given instance remains subject to the exigencies of the service but would not normally be refused. While it is a management decision, an appeal might of course be made; see Section 10 below.

## 10. Appeals

10.1 Disputes relating to the operation of this agreement should be resolved by means of the normal procedure for settling grievances. Exceptionally, however, should a dispute arise in relation to the granting of time off within the scope of this agreement, in circumstances where delay would render void the initial request for time off, then the matter should be raised by the Secretary of the teachers' side of the Joint Service Committee (JSC) with the appropriate member of the Authority. This officer will conduct a review of the position as a matter of urgency. In the event that the teacher involved continues to remain dissatisfied, then a Grievance may be raised under the Authority's Grievance Procedure with an investigation being conducted at the appropriate level.



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**Signed on behalf of Education Management**  
**Name: Wendy Brownlie**  
**Designation: Joint Chair of JSC**  
**Date: 5/12/2025**



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**Signed on behalf Teachers' Side**  
**Name: Dan Semple**  
**Designation: Joint Chair JSC**  
**Date: 5/12/2025**