

FACILITIES: YOUR RIGHTS

As an elected representative of INTO you have rights which have been agreed with the employing authorities. If you encounter any problems in connection with these, you should contact Northern Office.

FACILITIES FOR SCHOOL REPRESENTATIVES

School Representatives are elected and accredited to obviate any disputes concerning their rights to facilities to carry out their role under:

- ☐ the agreed facilities for representatives of recognised teachers' unions
- ☐ the legal right to time-off provided under industrial relations legislation in Northern Ireland
- ☐ the legal protection provided for action short of dismissal being taken against representatives in the carrying out of their duties

The Facilities Agreement means that you are entitled to:

- (1) time off with pay for duties as school representative i.e. to undertake representation, consultation, negotiation
- (2) use of a school notice board
- (3) use of a school telephone
- (4) provision of a room for meetings
- (5) reasonable use of the school typing, duplicating and photocopying equipment
- (6) access to documentation concerned with pay, conditions of service, and the employing authority's advice and guidance to Boards of Governors

DISCLOSURE OF INFORMATION

INTO Representatives are entitled to be provided with all relevant information including financial information necessary for the purposes of consultation and representation. Any INTO School Representative who has difficulty in obtaining such information should contact their Northern Committee Representative or Northern Office.

RESOURCES

There is help to assist you in your role as a School Representative. This includes:

- (1) bulletins and publicity material from Northern Office for display on Staff notice boards
- (2) regular copies of PRINTOUT and INTOUCH
- (3) advice on request from Area or District Representatives and Northern Office Staff

TIME-OFF FOR TRADE UNION DUTIES

There is legal provision for INTO representatives to have reasonable time-off for carrying out their duties. This is contained in Article 37 of the Industrial Relations (No. 2) (N.I.) Order 1976 and is outlined in the Code of Practice “Time-off for trade union duties and activities” published by the Labour Relations Agency.

If a School Representative considers that she/he has been unreasonably refused time-off to carry out her/his duties he should refer the matter as soon as possible to Northern Office. The provisions for time-off for INTO School Representatives are set out in the Facilities for Representatives of Recognised Teachers Organisations.

PROTECTION AGAINST ACTION SHORT OF DISMISSAL

There is legal protection for teachers, and this includes School Representatives, against any action short of dismissal taken against them arising from their trade union membership and activities. Action short of dismissal includes such disciplinary measures as withdrawal of pay or benefits, unjustified denial of promotion or transfer and threats of dismissal or redundancy. A School Representative who is being threatened with this type of victimisation should record all the relevant information. This information should be referred immediately to Northern Office for attention.

FACILITIES FOR REPRESENTATIVES OF RECOGNISED TEACHERS' UNIONS: AGREEMENT

1 Introduction

An agreement between the Employing Authorities and the Teachers' Unions represented on the NITC in respect of the facilities to be made available by employing authorities to those teachers, not being paid officials of the recognised teachers' organisation, who are representatives of those unions.

2 General Principles

The agreement is based on the belief that both the teachers' unions and the employing authorities accept their joint responsibility for ensuring a well-ordered system of trade union organisation and industrial relations and on a recognition of the contribution that can be made by the teachers' unions and their local representatives to the smooth-running of the education service at local, regional and central levels. A recognised Teachers' Union is a union represented on the Northern Ireland Teachers' Council.

It is agreed that in jointly determining the nature and extent of the facilities to be provided locally, and in their use, the parties will have regard not only to the value of the agreed facilities for effective employee representation as a means of promoting good industrial relations, but also to avoid unnecessary cost to maintain the effective running of schools where the teacher representatives are employed, and to recognise that the provisions of the agreement will have to be introduced within the resources available to the employing authority concerned.

3 Accredited Representatives

An accredited representative of a recognised Teachers' Union is a teacher who is:

- (a) a member of the Central Executive or other central committee of his/her union, or a representative of his/her union appointed by the Central Executive to serve on a central body;*
- (b) a member of a N.I. Regional Executive or other N.I. Committee of his/her union, or a representative of his/her union appointed by the N.I. Regional Executive to serve on a N.I. body;*
- (c) an official of such a union whose necessary official union duties are at Area Board level;*

- (d) *a school representative whose duties are limited to necessary activities for his/her union and its members within the school or schools for which he/she is responsible.*

In certain circumstances a representative may have responsibility for more than one of these functional levels. For their part the recognised Teachers' Unions undertake to ensure that their accredited representatives locally understand the extent of their authority and responsibility as teachers' representatives.

- 4 *The recognised Teachers' Unions shall notify the employing authority, who shall notify the individual principal teachers, of the name of its accredited representatives and it will be to the accredited representatives only that the facilities are extended. In very large schools, unions may appoint more than one representatives while in those areas where there are very small schools, unions may have one representative to service more than one school.*
- 5 *The principal matters with which the appropriate accredited representatives, as defined in paragraph 3, will deal, are as follows:*
- (a) *matters arising out of the use of disputes, grievance and disciplinary procedures;*
 - (b) *responsibilities of the teacher representatives to their unions including attendance as delegates at union conferences;*
 - (c) *responsibilities of the teacher representatives in connection with the interest of their members in the schools;*
 - (d) *functions connected with the training of teacher representatives, including attendance at training courses;*
 - (e) *matters arising from the Department of Education (Northern Ireland), the Area Boards or the recognised negotiating machinery.*

6 *Facilities for Accredited Representatives*

The facilities for accredited representatives of recognised unions shall include:

- (a) *arrangements for carrying out union responsibilities within the schools;*
 - (b) *permission to leave school to perform duties as an accredited representative;*
 - (c) *use of accommodation in schools or other premises of the employing authority for union meetings.*
- 7 *Absences from school duties for the performance of the responsibilities of a representative of a recognised Teachers' Union shall be allowed without a reduction in pay in accordance with the appendix.*
- 8 *The accredited school representatives of the recognised teachers' union shall be permitted reasonable opportunities and be given the necessary facilities to discharge their functions, namely;*
- (a) *union matters such as recruitment, maintaining membership, collecting contributions and communicating with members;*
 - (b) *within the responsibilities conferred on them by their respective unions, industrial relations matters such as the handling of members' grievances.*
- 9 *The facilities shall include:*
- (a) *Reasonable notice board facilities to be provided without charge. All notices must bear the full name of the union concerned. Notices should also bear the signature of the accredited representative.*
 - (b) *Use of telephone (if available) with reasonable privacy. Payment for outgoing calls to be met by the accredited representative concerned.*
 - (c) *Provision of a room for a meeting with the union's members as required, providing reasonable notice is given.*

- (d) *Use of school reprographic equipment, where available, for essential union work within the school providing this does not interfere with the work of the school. The union concerned shall supply or pay for the material used and shall pay for damage caused to equipment by reason of such use.*
 - (e) *Expenditure necessarily incurred by the school authorities in the provision of facilities - in addition to the expense referred to in 9(b) and 9(d) above - shall be recouped from the union concerned.*
- 10 *The accredited school representatives should be provided with access to information on the structure and allocation of the staffing establishment of their own schools and to the articles of Government/Rules of Management.*
 - 11 *It is agreed that the above arrangements will be subject to review after they have been in operation for a period of at least one year.*

APPENDIX

- 1 *The agreement provides for leave of absence with pay to be granted to accredited representatives as defined in paragraph 3 of the documents. Paragraph 3 (a) relates to representatives at national level, paragraph 3 (b) to representatives at regional level and paragraph 3 (c) to representatives whose duties are at Education and Library Board/CCMS level. Employing authorities have in the past recognised, and undertake to continue to recognise that accredited representatives shall be given adequate leave of absence with pay to enable them to deal effectively with their responsibilities arising under paragraph 3 (a), (b) and (c) of this document. It also accepted that accredited representative in some instances will not need to be absent for the whole day. They may, however, on occasions have to travel some distance to meetings and it is accepted that reasonable leave of absence will be construed in such a way as to ensure that the representative has adequate time to travel to the meeting and if necessary to have a meal before or after his journey.*
- 2 *In order to enable employing authorities to deal with the granting of leave with pay, it is accepted that individual representatives will furnish to employing authorities, where possible before the beginning of the school year, particulars of the meetings, conferences etc. which require their attendance. It is also accepted that on request, the recognised teachers' organisations will make available to individual Education and Library Boards/CCMS or other employers as the case may be a detailed description of their constitution and organisation as it affects accredited representatives at school, board, regional and national levels. The recognised teachers' organisations will also be prepared, on request, to verify the numerical strength of their membership at the various levels described.*
- 3 *A representative whose duties are at school level, as defined in paragraph 3 (d) of the document, shall be entitled to leave with pay for union business on the following scale:-*

5 - 30 members	-	1 period per week
31 - 60 members	-	2 periods per week
over 60 members	-	3 periods per week
- 4 *Accredited representatives shall be allowed time-off of two days in each 2 school years to attend union sponsored training courses.*

NOVEMBER 1998