



Facilities Agreement for Accredited Representatives of Recognised Employee Organisations



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FOREWORD

To share with Headteachers and governors, the Facilities Agreement for Accredited Representatives of Recognised Employee Organisations which has been agreed between those Employee Organisations and the LA.

The agreement sets out the facilities that should be made available to accredited representatives of recognised Employee Organisations.

The amendments to the previous agreement take account of the changed responsibilities of the LA and Governing Bodies set out in the Schools' Standards and Framework Act.

It is a model of good practice, complies with Employment Legislation and will contribute to good industrial relations in schools.

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AGREEMENT ON FACILITIES FOR ACCREDITED REPRESENTATIVES OF RECOGNISED EMPLOYEE ORGANISATIONS

1. **Introduction**

This agreement is made between Derbyshire County Council (the Local Authority) and the recognised County Employee Organisations for employees in schools and those organisations affiliated to the Agreement. The facilities outlined in this document are to be made available to accredited elected representatives, not being paid officials of any of the recognised Employee Organisations, who are representatives of those Employee Organisations.

This agreement is to be reviewed on an annual basis through SJCC.

1.1 **General Principles**

- a) This agreement is based on the belief that both the recognised Employee Organisations and the Local Authority accept their joint responsibility for ensuring a well ordered system of trade union organisation and positive industrial relations, and on recognition of the contribution that can be made by the Employee Organisations and their local representatives to the smooth running of schools and centrally employed teachers at local and national levels.
- b) This agreement is in accordance with the ACAS Code of Practice and will fulfil all the legislative requirements for employees' rights to organisation and representation within the workplace. This is summarised in Appendix 2.
- c) It is agreed that in jointly determining the nature, extent and use of the facilities required, the parties to the local agreement 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 the need to avoid unnecessary costs, to maintain the effective running of the schools where the representatives are employed and to recognise that the provisions of the agreement will have to be introduced within the finances and other resources available to the Local Authority.
- d) An accredited elected representative of a recognised Employee Organisation will be:
 - i. A member of the National Executive or other national committee of a recognised Employee Organisation, or a representative of a recognised Employee Organisation appointed by the National Executive to serve on a national body.
 - ii. A local officer of a recognised Employee Organisation whose necessary official duties are effectively at Local Authority level, i.e. county branch secretaries. The relations and negotiations with the Authority shall be the sole responsibility of the main unit of local organisation. The activities in

which these local employee representatives will be jointly involved with the Local Authority will include both individual and collective issues. In order to act effectively, these employee representatives will need to put views to the Authority concerned as appropriate, to conduct correspondence and to consult members of their Employee Organisations individually or collectively;

- iii. A local officer whose duties are at the lower level of an Employee Organisation within the area of the main unit of local organisation (local branch secretaries of the Employee Organisations);
- iv. A school representative whose duties will be limited to activities which are a necessary part of the duties for a recognised Employee Organisation and its members within the school in which the representative is employed.

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

- e) It will be the responsibility of the recognised Employee Organisations to notify the Local Authority and individual Headteachers of the names of its accredited representatives and it will be to the accredited representatives only that the opportunities and facilities are extended.
- f) In accordance with the responsibilities defined in paragraph 1.1 e) the principal matters which the appropriate accredited representative will deal with are:
 - i. Matters arising out of the use of policies and procedures affecting the grievance, competence, capability, disciplinary, restructure and redundancy, or other procedures and disputes either which have been agreed between the recognised Employee Organisations and the Local Authority or policies and procedures adopted by the individual school.
 - ii. Responsibilities of the employee representatives to their Employee Organisations.
 - iii. Responsibilities of the employee representatives to, and in connection with the interests of, their members in the schools and workplaces;
 - iv. Functions connected with the training of employee representatives, including attendance at training courses arranged by the recognised Employee Organisations at national, regional or authority level for this purpose. The Authority will encourage accredited representatives who wish to attend training programmes, and Employee Organisations should have regard to the needs of schools in arranging such programmes. When organising them they should consult the Authority before making any arrangements to hold a

training course in term time. In these respects, consultation with the Authority will be part of those functions.

- g) It is expected that 1.1 f) iii above will include the attendances of members of the local committees of the recognised Employee Organisations at meetings of those committees. Recognising that schools could have different finishing times the Local Committee Meetings will not normally be arranged earlier than 15 minutes after the end of the school day, other than in exceptional circumstances, in order to maintain the reasonable running of the school. Where this would adversely affect the school day, as might be the case when committee members in rural areas might have to travel significant distances to attend meetings, a later starting time should be arranged. Convening meetings of newly appointed employees to explain the advantages of membership of a recognised Employee Organisation is also included in 1.1 f) iii and will not interfere with the school day.

It should normally be possible, particularly in the case of support staff unions, for local agreements to be made in schools, which would allow School Representatives to aggregate their time off entitlement as set out in Table 3.2 to enable them to attend occasional meetings in the school day, planned well in advance, and having due regard to the reasonable running of the school.

2. Facilities for Accredited Representatives

The facilities which will be provided to accredited representatives of the recognised Employee Organisations are set out below.

2.1 Local Officers and Representatives

- a) Arrangements for carrying out the responsibilities of a recognised Employee Organisation within schools and for obtaining permission to leave the school where a representative is employed so that they can perform the duties of an accredited representative;
- b) In compliance with the Data Protection Act, provision, on request, of lists of newly appointed employees in the Authority's area and arrangements for communication direct with the new employees.
- c) In compliance with the Data Protection Act, provision annually, on request, of a list of the employee employed in the schools of the Authority by the means most convenient to the Authority;
- d) Arrangements for use of accommodation in schools or other premises of the Authority for Employee Organisation meetings;
- e) Arrangements to use the Authority's distribution system to schools for the purpose of official communication with their members, as long as there is no additional cost to the Authority. The Authority reserves the right to review the arrangement from time to time;
- f) Arrangements for the deduction of membership subscriptions at source where this is requested by any local organisation of a recognised National Employee Organisation. It will be for individual members to decide whether to opt for deduction at source.

2.2 School Representatives

The accredited school representatives of the recognised Employee Organisations will be permitted reasonable opportunities and be given the necessary facilities to discharge their duties as set out in the ACAS Code of Practice:

- (a) Union matters such as recruitment, maintaining membership, collecting contributions and communicating with members;
- (b) Within the responsibility conferred on them by their respective Employee Organisations, industrial relations matters within individual schools such as the handling of members' grievances.
- (c) The use of notice board facilities without charge with the titles of the Employee Organisations to be inscribed. Multi-Organisation boards will be used wherever possible;

- (d) The use of a telephone with reasonable privacy (if available), with payment for outgoing calls.
 - (i) Access: County Secretaries and Local Secretaries should be allowed to make telephone calls on approved County business. The Authority expects Heads to be aware of the private and confidential nature of aspects of the work of Employee Organisation Secretaries. It will, therefore be necessary on occasions to provide use of a school telephone in private surroundings to ensure confidentiality of calls.
 - (ii) Payment and use: County Secretaries and Local Secretaries using school telephone facilities for approved County business, eg responding to requests from the Strategic Director of Children's Services or representatives of discussing Employee Organisation business/arranging meetings with the Strategic Director's staff, will not be required to pay for the calls. Other school representatives and members of the Employee Organisations using school telephone facilities will make a payment to the school at the normal charge rate. It is the responsibility of individual representatives to claim reimbursement for the appropriate amount direct from the Employee Organisation concerned.
- (e) A room for meeting with the Employee Organisation's members (including the attendance of external Trade Union Representatives and Officers) as required. Reasonable notice should be given and the Headteacher should be notified in advance of any external representatives attending the meeting.
- (f) Use of school typing, duplicating and photocopying equipment, where available, for essential union work within the school provided this does not interfere with the work of the school. Payment for the materials used will be made by the Employee Organisation concerned.

3. Time Allowed for Trade Union Duties

The principles employed will be:

- (i) Disruption to the school's normal timetable should be minimised. As far as possible regular absences should be anticipated and schools' establishments should be adjusted rather than depend upon the employment of casual supply staff;
- (ii) In recognising that the internal organisation of the Employee Organisations differ, the decision on how any allocation is distributed should be a matter for each Employee Organisation to determine. The Strategic Director of Children's Services must be notified, as far as is possible and schools well in advance of the academic year to assist with timetabling arrangements;
- (iii) Although the Employee Organisations differ in terms of size and organisation an entitlement should be established with reference to:
 - The need for all Employee Organisations to have an equal block of time allocated to duties performed by the County Secretary; or
 - Membership, but with safeguards for the smaller Employee Organisations;

Release from school duties to carry out their duties as local representatives of the recognised Employee Organisation will be allowed without reduction in pay on a scale to be agreed with the Authority. The time allowed will be proportional to the number of members of the Employee Organisation concerned who are employed by the Authority and represented by the representatives in question. Accredited representatives should not unreasonably be refused the time necessary for the performance of their duties. The time which these duties are likely to occupy should be taken into account in respect of its effect on their school duties and in accordance with 3 (i) above.

3.1 Level of Time Off Entitlement for Local Officers and Representatives

The allocated time off for Local Officers and Representatives will be determined on an annual basis through consultation with all recognised Trade Unions. Allocations will be agreed for an academic year at least one term in advance of the next academic year.

It is a matter for each Trade Union to allocate officers to roles in order to fulfil the necessary duties and activities within the time off allocation (as set out in Appendix 2).

On a quarterly basis, the LA will provide the Trade Unions with an up to date summary of spend against income.

3.2 Level of Time Off Entitlement for School Representatives

Number of members in addition to school representative	Time off for Employee Organisation business	
1 – 30	1 hour a week	To be absorbed by internal arrangements in each school within the school day
31 – 60	2 hours a week	
Over 60	3 hours a week	
<p>Training</p> <p>A minimum of 1 days leave each year.* For new representatives, additional time off for training is likely to be required. Requests should be considered on a case by case basis subject to the reasonable running of the school and in accordance with the ACAS Code of Practice.</p>		

Should schools wish to refuse requests, advice should be sought from the schools' HR provider.

4. Recording

Annual Allocations

The allocated time off for Local Officers and Representatives will be determined on an annual basis through consultation with all recognised Trade Unions. Allocations will be agreed for an academic year at least one term in advance of the next academic year.

At the start of the summer term, the LA will confirm the amount of facilities time afforded to each Trade Union in writing. Trade Unions will then notify the LA of how the facilities time is being allocated to each elected representative within their overall allocation. The LA will notify the Headteacher of school of employees who are allocated as trade union representatives covered by this Agreement.

Any remaining facilities time that remains unallocated, can be claimed during the year by arrangement with the Headteacher of the relevant school, subject to minimum disruption. The Trade Union will inform the LA of each occurrence in writing in advance.

Recording

Representatives should record all trade union duties, activities and training on the form attached in Appendix 1 and return to Children's Services Schools HR team on a monthly basis by email.

Blocks of time should be recorded to the nearest hour.

Individual data provided by Trade Unions will not be shared or used on an individual basis but will be anonymised and used for data collection purposes only.

5. Information Sharing

It is part of this agreement that the following information will be shared between the LA and the recognised Employee Organisations.

5.1 To be Available to Representatives of the Employee Organisations

Accredited Local Representatives will be provided with access to or copies of documents which set out the Pay and Grading Structure and Policy, Terms and Conditions of Service and any Regulations of the Local Authority or employees affiliated to the Agreement which apply to employees who work in its schools and workplaces. (Refer to ACAS Code of Practice on Disclosure of Information to Trade Unions for Collective Bargaining Purposes).

In addition, accredited school and LA representatives will have access to those documents and will be provided with access to or copies of information about the Staffing Structure for their own schools and any other school or workplace where they are representing members along with the Governance Arrangements and policies and procedures adopted by the Governing body for use in their school Articles of Government. Where it is necessary to provide a paper copy of these documents it will be free of charge.

5.2 To be Available to the Authority and Schools

In order that the Local Authority can calculate, verify, and validate, trade union time off allocations for the recognised Employee Organisations considering the pool of available resource, the Employee Organisations will provide the Local Authority with the following information each year:

- The name of each of their accredited Representatives (excluding school based representatives)
- The specific role of each accredited Representative with the Organisation
- The full-time equivalent time off requested for each accredited Representative
- The name of the Local Authority School where each accredited Representative is employed to work
- The numbers of its members employed in the Local Authority's Schools, and those members employed at organisations affiliated to this Agreement.

In order that each school can calculate, verify and validate trade union time off allocations for the School Representatives of the recognised Employee Organisations, allocate appropriate resources and make appropriate

arrangements within school, the recognised Employee Organisations will provide the Headteacher with the following information each year:

- The number of members but not names or personal details as this would contravene the Data Protection Act.
- A list of its school Representative(s) and any accredited Local Representatives working in their school.

This information will be used only for the purposes set out in this section unless there is agreement with the Employee Organisation(s) to do so.

* Except for one matter in Section 3.2 on which agreement could not be reached with NASUWT

NASUWT does not agree to a stipulated minimum allocation of one day per year time off for training for school representatives and reserves its position accordingly.

Appendix 1

RECORDING SHEET FOR TRADE UNION FACILITIES TIME – SCHOOLS JCC

Blocks of time, to the nearest hour, should be recorded in the table below, using the codes overleaf to record the amount of time spent on the various trade union duties. (It is the amount of time spent on each code for each day which is required, not the start/finish time). This should be done by each trade union officer for all days on which facilities time is allocated to them. The information provided may be used to show third parties how trade unions make use of the facilities time allocated to them. Any information so provided to any party will be aggregated and anonymised to show overall figures for all trade unions collectively, rather than for individual unions or officers. The form is intended to take up as little time as possible to complete while providing the Authority with the information it requires.

NAME _____ TRADE UNION _____

Insert date below	Code (see over)						
	Amount of Time (to nearest hour)						
Insert date below	Code (see over)						
	Amount of Time (to nearest hour)						
Insert date below	Code (see over)						
	Amount of Time (to nearest hour)						
Insert date below	Code (see over)						
	Amount of Time (to nearest hour)						
Insert date below	Code (see over)						
	Amount of Time (to nearest hour)						

SJCC FACILITIES TIME MONITORING SHEET – CODES TO BE USED

CODE	SUMMARY	DETAIL
JCC	Schools JCC etc.	SJCC – including attending full SJCC meetings, TU side meetings, Working Party Meetings Health and Safety Sub-Committee meetings, travelling to and from these meetings, preparing for these meetings (including printing papers, reading documents and making notes, taking advice, consulting members, preparation meetings), reporting back, writing up notes and reports of meetings, administration, and any other work in connection with the SJCC process
OCM	Other County Meetings	other county meetings, such as schools' forum, SACRE, work streams and similar groups, CAYA meetings, meetings with HR officers and preparation for the same
HSD	Health and Safety Duties	Health and safety duties including preparing for and carrying out health and safety inspections, and related administration, and advising on and preparing for the same
IRC	Individual Representation and Casework	Individual Representation and casework – includes grievance, disciplinary, absence, appraisal, capability and any other issues relating to individual members, attending meetings, travelling to and from meetings, preparing for these meetings, liaising with HR, telephone and email exchanges, writing up notes of meetings, taking advice, case file administration, and providing advice to other caseworkers and administering and supporting the union's system of local caseworkers
RMC	Representing Members Collectively	representing members collectively, including meetings of membership

		groups in schools, or meetings with school reps, or making representations to Heads/governors, liaising with HR, telephone and email exchanges, and related administration and preparing for the same
TBD	Training and Briefing Duties	training and briefing duties, including attending any training courses or briefings, or providing briefings or training for others, or preparing for the same
QAD	Queries and Advice Duties	Queries and advice duties – dealing with queries from members or other union officers, providing them with advice as necessary, seeking legal advice, seeking guidance from head or regional office
NLM	National or Local Meetings	National or Local union meetings, including National Executive committee and Regional or local meetings of the union, including meetings of caseworkers and local representatives or stewards, and preparation for the same
BCO	Branch/County Officer Duties	Branch and County Officer duties which do not fit easily into any of the above categories

Appendix 2

Summary of the Statutory Requirements for Trade Union Time Off (Facilities Time) and Trade Union Duties

Employers in any sector have statutory responsibilities to provide reasonable time off, usually with pay, for trade union duties which relate to matters arising from the employment relationship they have with their employees. The reasonable time off enables trade unions to provide services and support for their members that effectively mirror those usually available to employers, leaders, and managers.

The statutory responsibilities are set out in the Trade Union and Labour Relations (Consolidation) Act 1992 and the Employment Act 2002 and are exemplified in the ACAS Code of Practice on Time Off for Trade Union Duties and Activities issued in January 2010.

Union **representatives or officials** are usually **employees** who have been elected in accordance with the union's rules to be a representative of all or some of the union's members. They have a statutory right to **reasonable**:

- **Paid time off** to carry out trade union **duties**, which relate to the relevant employees and matters covered by collective bargaining agreements.
- **Paid time off** to undertake **relevant** trade union **training** which relates to their duties.
- **Paid time off** for **Union Learning Representatives, Health and Safety Representatives** and **Workplace Representatives**, to undertake their **duties** and to undertake **relevant training**.
- Administrative, communication, IT, and accommodation, facilities, to enable them to fulfil their duties in relation to their members.

Derbyshire County Council recognises the following trade unions and professional associations which have members in schools and have representation on the Schools' Joint Consultative Committee.

National Union of Teachers (NUT), National Association of Schoolmasters & Union of Women Teachers (NASUWT), National Association of Head Teachers (NAHT), Association of Teachers & Lecturers (ATL), Association of School & College Leaders (ASCL), Unison and GMB.

Summary of Trade Union Duties

Elected trade union representatives or officials have a statutory right to reasonable paid time off to carry out trade union **Duties** relating to support and representation for relevant employees on matters covered by collective bargaining agreements.

The duties undertaken by elected representatives of the trade unions recognised by Derbyshire County Council currently include:

- Close working relationship with the Local Authority Human Resources Service which promotes and supports the collective resolution of issues in the interests of the effective and efficient functioning of schools and improved outcomes for young people.

- Attendance at the Schools Joint Consultative Committee which is the single point of negotiation for:
 - Matters which will protect the employer's and employees' rights and interests,
 - Matters relating to pay and conditions of service of all staff employed by schools,
 - National and Local and Issues and developments which effect schools and their employees,
 - Policies and procedures which the Local Authority recommends schools should adopt,
 - Health and Safety Policy, implementation, and practice,
 - Ensuring all employees can access support and representation to which they are entitled.
 - Avoiding and/or resolving collective and individual local disputes.
- Representation of members at any formal meetings or hearings in connection with matters relating to ill health absence, competence, discipline, grievance, redundancy, and any other issues of professional concern.
- Liaison with the Employee support services including HR, Finance and Payroll, Pensions, Employee Welfare, and legal.
- Providing members with advice on local matters such as pay, pensions, contracts of employment, school improvement, the employers' policies and procedures, and other terms and conditions of service.
- Giving advice on professional matters such as Government education policy, Ofsted, professional duties, teaching and learning, professional standards, new curricula and examination and assessment arrangements.
- Providing members with advice on 'Keeping Children Safe', safeguarding, safer working practices, and child protection.
- Advice and guidance to members on Health and Safety, inspections and risk assessments.
- Advice and guidance on and responding to members queries on Equality issues.
- Attendance at induction events within the county and advice guidance and support for the professional development of newly and recently qualified teachers.
- Advice to school representatives on casework within their conduct and assisting them in promoting good industrial relations in their schools.
- Resolution of potential disputes referred by school representatives. The majority of these are resolved amicably, avoiding formal disputes and/or employment tribunal claims.
- Representing members on the following consultative groups:
 - Scrutiny Committee
 - Schools Forum which includes heads and governors from academies
 - County H&S Committee
 - SACRE (Religious Education)
 - Exam Boards

The list of duties is not exhaustive.

Also, the list does not include any **Activities** carried out by locally elected representatives or National Executive Members. Activities include matters relating to the

business of a union. This can include local, regional, and national meetings, meetings of a national executive, conferences, and the organisation of industrial action. Trade union representatives are entitled to reasonable time off **without pay** when taking part in trade union activities.

Appendix 3 – Associated Document

Terms of Reference for Derbyshire County Council Schools’ Joint Consultative Committee (SJCC)

1 TITLE

- 1.1 The Committee shall be known as the Schools’ Joint Consultative Committee or SJCC.

2. PURPOSE OF THE COMMITTEE

- 2.1 The purpose of the Committee is to consult and negotiate on all matters relating to pay and conditions of service of all staff employed by schools and other staff employed in accordance with the ‘School Teachers’ Pay and Conditions Document’.

The role of the Committee will be to act as a forum for communicating and discussing issues and developments which effect schools, their employees, and other services which employ staff on the relevant Conditions of Service in order to inform the Council’s management decisions.

The Committee will be representative of all relevant employees and ensure they can access representation to raise issues, concerns, as well as put forward their views and any proposals they may have.

The Committee will always seek to reach amicable agreement on all matters it considers.

- 2.2 The objectives of the Committee will be Discussion and Consultation on:

- New initiatives and proposals, both local and national, with the intention of supporting the Council’s objectives, improvements in standards, and the achievements of and prospects for young people and their families.
- The implementation of national policy.

County wide issues that affect relevant employees.

- Policies and procedures the Council recommends schools and relevant services should adopt.
- Health and Safety Policy, implementation, and practice.
- Effective communication with all staff about the aims and objectives of the Committee, and outcomes of its discussions.
- Monitoring and evaluating the activity and effectiveness of the Committee and any feedback it receives.

The Committee will seek to reach amicable agreement between all parties on all matters it considers.

- 2.3 The fact that matters are raised at the Committee does not preclude any union from asking the Council to consider specific issues independently of the Committee. The Committee understands and recognises the need for negotiations and amicable agreement with individual unions before any changes to conditions of

service are introduced. The Committee acknowledges this can be done through the Committee or in separate negotiations with relevant trade unions.

3 REPRESENTATION AT MEETINGS

- 3.1 The Committee will consist of representatives of the Council and recognised organisations which represent employees in schools and relevant services.
- 3.2 Each organisation shall decide who its representatives will be.
The Council will nominate appropriate officers who are empowered to undertake discussion and consultation with the employees' representatives and reach agreement on matters discussed.
The recognised organisations will nominate appropriate representatives who have been elected by their local organisation and who are empowered to undertake discussion and consultation with the Council's representatives and reach agreement on matters discussed.
- The maximum number of representatives from each union will be 2.
Additional members may attend by invitation for specific items of business or purpose.
- It is open to each union to decline to attend any meeting if it wishes.
- 3.3 Substitute representatives are permitted to attend when necessary but each organisation will seek to ensure its nominated representatives attend all meetings.
- 3.4 Each organisation has the right to invite other relevant people, both internal and external to the organisation, to inform and assist discussions and consultations. Attendance of other relevant people will normally be by the request of, prior approval of, or timely notification to, the Committee.
- 3.5 The Committee will be Chaired by the relevant Assistant Director or their nominee.

4 MEETINGS

- 4.1 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, agenda, and other relevant documentation to members of the Committee.
- 4.2 Meetings shall be held at least once per calendar month excluding August.
The dates of meetings for the academic year, including the trade unions' pre meetings, shall be agreed before the end of the previous academic year.
The draft agenda, any supporting documentation, and the minutes of the previous meeting will be provided in advance of the trade unions' pre meeting. The agreed agenda shall be sent to members of the Committee as soon as practicable after that meeting.
The agenda will list items for discussion but will also allow other urgent business to be discussed.

- 4.3 Special meetings will be held where the Committee believes there is a need and or at the request of any members of the Committee. The date and agenda for special meetings will be agreed and circulated as soon as practicable in advance of any special meeting. Minutes of special meetings will be submitted to the next scheduled meeting.
- 4.4 Each side is entitled to a pre-meeting before a scheduled meeting in order to discuss the business on the agenda.
- 4.5 The unions will seek to agree a common position and will agree how this will be presented to the scheduled meeting.
If it is not possible to agree a common position each union will be entitled to give its view at the meeting.
Both the Local Authority and unions will have the right to approach each other outside of the meeting to discuss their relevant positions and issues.
- 4.6 Final agreement on any matter will be deemed reached when specifically indicated by all parties and minuted as such.
- 4.7 Administrative support to the Committee will be provided by the Local Authority.

5. INDEPENDENCE OF ACTION

The purpose of this protocol is to ensure good industrial relations through effective consultation and collective negotiations which minimise the likelihood of failure to reach agreement.

There may be occasions when agreement is not reached and in this respect nothing in this protocol implies that neither the trade unions nor the Local Authority have a veto over each other's right to act independently.

Provided that over a reasonable time there has been a genuine attempt by the trade unions and the Local Authority to reach mutual agreement, the Local Authority may exercise its right to manage and the trade unions their right to take appropriate action in relation the issues in dispute.

The Local Authority may seek to impose its proposals and the trade unions may take industrial action.

6. AMENDMENTS

The Terms of Reference will be reviewed from time to time and may need to be amended to meet changed circumstances and or the current needs of all committee members and representative groups. It is recognised that it may be necessary to make changes from time to time.