

## Summary

Remember that if you are an elected representative of NASUWT, the law gives you the right to time off with pay to receive training in your role. The law can also be used to defend this right if such time off is unreasonably withheld by your employer.

If you wish to attend an NASUWT course, please submit your application (a telephone call will do) and give your headteacher as much notice as possible of your wish to attend. Tell your head where the course is to be held and how much time off with pay you need.

If asked, give the head a copy of the course programme which will be sent to you by NASUWT once your application has been accepted.

Find out from your Local Association Secretary if there are local agreements on time off applicable to your school. If there is no such agreement, it does not affect your statutory right to time off with pay.

If you are refused time off (or allowed time off but without pay), inform your Local Association Secretary, National Executive Member or Regional Centre immediately. The matter can then be taken up with the appropriate body. Do not get drawn into discussions about cover. It is the responsibility of the employer, not yours, to ensure that your job is covered. If cover is not provided and used as the reason for withholding time off inform your Local Association Secretary or National Executive Member. Problems with cover should not prevent you from attending your course.

**NASUWT  
REPRESENTATIVES**

**TIME OFF  
FOR  
TRAINING**

*Information  
and Guidance*

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**NASUWT**

*the largest union representing teachers  
and headteachers throughout the UK*

## **Your entitlement to time off work for trade union training**

You are entitled to time off to attend trade union courses, provided that you are an elected officer of a recognised trade union. Section 168(2) of the *Trade Union and Labour Relations (Consolidation) Act 1992* states:

An employer “shall also permit such an employee to take time off during his working hours for the purpose of undergoing training in aspects of industrial relations”.

### **Rules regarding the training course**

The course must be approved by the TUC or by NASUWT.

The course must also be related to or connected with the carrying out of your union role (in relation to your employer) as defined in Section 178(2) of the *Trade Union and Labour Relations (Consolidation) Act 1992*. This means that it must be concerned with:

- (a) terms and conditions of employment, or the physical conditions in which any workers are required to work;
- (b) engagement or non-engagement, or termination or suspension of employment or the duties of employment, of one or more workers;
- (c) allocation of work or the duties of employment between workers or groups of workers;
- (d) matters of discipline;
- (e) a worker’s membership of a trade union;
- (f) facilities for officials of trade unions; and
- (g) machinery for negotiation or consultation, and other procedures relating to any of the above matters, including the recognition of the union by

an employer or employers’ association of the right of a trade union to represent workers in such negotiation or consultation or in the carrying out of such procedures.

NASUWT trade union courses satisfy all of these conditions.

### **The amount of time allowed**

The law says that you should be given ‘reasonable’ time off for training. The law does not define ‘reasonable’, which means different things in different circumstances. However, a TUC course for workplace representatives lasts for ten days and this has been judged ‘reasonable’ by an Employment Tribunal. Certainly the one or two days required by most NASUWT trade union courses is ‘reasonable’ by any definition.

In many areas there will be a local agreement between the teacher unions and the local authority (LA) which will detail these matters. However, the lack of a local agreement does not, in itself, deny an individual his/her statutory entitlement to time off, nor does any agreement override this right.

### **Payment for time off**

You MUST be paid for this time off, at the rate of pay you would have earned had you worked during the time taken off. The right to payment for time off includes a right to be paid for ALL time off including that covered by separate contract with the same employer (e.g. during the lunch hour or after the end of school). The additional implication of this is that the directed hours you would have worked on the days you have off must be credited to you, as though you had actually worked them.

## **If time off for training is refused**

An employer who unreasonably refuses time off to officials of recognised trade unions for the purpose of training as described above is ultimately answerable to an Employment Tribunal. Similarly, an employer who allows time off but withholds pay is also answerable to an Employment Tribunal.

## **Informing school/college management about the course**

You should always give your head the maximum possible notice of your wish to attend an NASUWT training course. If the head asks for a copy of the course programme, you should provide one. You should also tell the head where the course is being held and how much time off you require.

## **Provision of cover for time off**

While you are on the course, it is the employer’s responsibility to ensure that your job is done. Under the National Agreement ‘*Raising Standards and Tackling Workload*’, schools have a range of options for providing cover. How cover is provided is a matter for the school management.

## **Payment for cover**

The employer pays for cover. In some LAs money is held centrally to pay for such cover. In other authorities the money has been devolved to the school. In either case this is a matter for the employer and trade union representatives should not be prevented from attending appropriate courses because of disputes over the provision of cover and who pays for it.