



## **TRADE UNION RECOGNITION AND FACILITIES AND MACHINERY FOR CONSULTATION AND NEGOTIATION**

### **INTRODUCTION**

In accordance with the TUPE Regulations, trade union recognition rights for recognised trade unions are automatically transferred over when a maintained school becomes an academy. This move, from direct LA control to academy status, means that there is a need to clarify the specific working arrangements between the Unions and SMART (South East Cornwall Multi Academy Regional Trust) particularly in respect of consultation and negotiation and facility time for Union Representatives. The terms of the Agreement which follows provide that clarification.

### **PARTIES, COVERAGE AND DEFINITIONS**

1. The following trade unions are covered by this agreement:
  - the teacher unions (ASCL, NAHT, NASUWT and NEU) the unions representing support and other professional school staff (GMB, UNISON and Unite)  
Other trade unions may be added by agreement of the Trust Board. Unions should apply in writing to the Board.
2. This agreement applies in respect of all current and future employees in the following categories:
  - teaching staff (ASCL, NAHT, NASUWT, and NEU)
  - support and other professional school staff (GMB, UNISON, and Unite);
3. Throughout this agreement, the following definitions apply:
  - "The Multi Academy Trust" means the Trust Board or other body responsible for the running of the Multi Academy Trust and other persons or bodies having responsibility for the management of the Multi Academy Trust, including the Directors, the CEO, and its academies, including local governing committees and Headteachers;
  - "The trade unions" means the recognised trade unions as listed above;
  - "TULR(C)A" means the Trade Union and Labour Relations (Consolidation) Act 1992

### **PRINCIPLES AND OBJECTIVES**

4. 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.

5. 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.
6. This agreement is intended to be implemented alongside the obligations that the Multi Academy Trust must meet in accordance with the TUPE regulations.
7. The trade unions recognise that it is the Multi Academy Trust's responsibility to plan, organise and manage the delivery of education to the students at the Multi Academy Trust.
8. In turn, the Multi Academy Trust recognises the trade unions' right to represent and protect the interests of their members employed in the Multi Academy Trust's academies both individually and collectively.
9. The Multi Academy Trust believes that representative trade unions help ensure good employee relations. The Multi Academy Trust will encourage employees to become union members, and will inform new appointees of their right to join a trade union.
10. The Multi Academy 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.

## **TRADE UNION AND REPRESENTATIVES**

11. For the purposes of this agreement, the term "trade union representatives" includes Trust/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 Multi Academy Trust in writing of the names of their appointed representatives.
13. The numbers 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 Multi Academy Trust will not decline to recognise appointed trade union representatives.

14. Trade union members have a statutory right to be represented by an official of their trade union. Whether that official is employed by the union or locally appointed is a matter for the trade union.
15. The Multi Academy Trust undertakes that no trade union representatives will suffer any disadvantage as a result of undertaking this role on behalf of trade union members.

## **FACILITIES FOR TRADE UNION REPRESENTATIVES AND MEMBERS**

16. The Multi Academy 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 Multi Academy Trust will permit trade union representatives reasonable time off with pay during their normal working hours (including release from timetabled teaching and learning support in the classroom) for the purpose of carrying out trade union duties as per section 168 of TULR(C)A.
18. The Multi Academy 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 and no reasonable request will be denied.
19. The Multi Academy Trust will seek to ensure that all meetings convened by the Multi Academy Trust or by the Headteacher and involving trade union representatives take place within their normal working hours.
20. The Multi Academy Trust will annually review the question of pooled funding starting with a discussion annually at a JCNC meeting followed by an opportunity for unions to represent the case to Directors of the Trust Board prior to their annual agreement of the budget. Data will be presented to this meeting to allow Directors to understand the cost to the Trust of providing facilities time in comparison to the costs that would have been incurred through a pooling arrangement.
21. The Multi Academy 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 Multi Academy 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 as per section 168 (2) of TULR(C)A and no reasonable request will be denied.

### ***Other facilities for trade union representatives***

22. The Multi Academy Trust will provide the following facilities to trade union representatives:
- reasonable accommodation, to hold meetings and to interview members in a confidential manner;
  - confidential access to and reasonable free use of telephone, fax and email facilities and computing and photocopying facilities;
  - reasonable access to administrative and secretarial services;
  - secure office/storage space;
  - individual notice boards in all staff rooms;
  - space on the academy intranet;
  - all relevant documents.

### ***Trade union meetings***

23. The Multi Academy 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 Principal. The Multi Academy Trust will not seek to place unreasonable 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 Multi Academy 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 Headteacher when seeking consent for such meetings. The Multi Academy Trust will not unreasonably withhold such consent to such meetings.

### ***Time off for trade union activities***

25. In accordance with the ACAS Code of Practice the Multi Academy Trust will allow trade union representatives and members reasonable unpaid 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, policy making other conferences. Time off for trade union representatives to attend annual conferences of their trade unions as a delegate will in all cases be time off with pay...

### ***Disciplinary action involving trade union representatives***

26. If the Multi Academy Trust takes disciplinary action against a trade union representative, then this will be discussed with an employed official of that trade union at an early stage.

## **JOINT CONSULTATIVE AND NEGOTIATION COMMITTEE**

27. The Multi Academy Trust 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 treat information with sensitivity in all cases.

28. The Multi Academy Trust and the trade unions agree to set up a Joint Consultative and Negotiation Committee (JCNC) consisting of representatives of both sides to undertake the following functions:

- the provision and sharing of information by the trade unions and the Multi Academy Trust;
- consultation on employment procedures, organisational and working arrangements;
- negotiation and agreement on the issues listed below for consideration by the JCNC.

29. Before implementing any changes in employment policy, organisational and working arrangements, the Academy Trust will schedule consultation and negotiation with trade union representatives through the JCNC in reasonable time.

30. The TRUST will remain committed to national pay agreements.

31. The following matters shall, in particular but not exclusively, be discussed by the JCNC:

- negotiating machinery and procedures;
- terms and conditions of employment;
- staffing and pay structures;
- employment policies and procedures;
- 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,
- equal opportunities matters.

32. Within each Academy school, the Headteacher will schedule a termly 'School JCNC meeting' with workplace trade union representatives, and hold additional meetings as necessary, for the discussion of relevant issues with the

purpose of ensuring the effective implementation of new initiatives and ensuring good ongoing relations. All Academy Schools will be bound by SMART-wide provisions, policies and procedures agreed by the Trust JCNC, except where protections under the TUPE regulations apply.

33. The Multi Academy Trust and the trade unions agree that any dispute on interpretation of this agreement or any other matter will be referred initially to the JCNC for resolution.
34. The Multi-Academy Trust JCNC will hold meetings termly to consult and negotiate changes to Trust wide policies with representatives from the Trade Unions. These may include up to two representatives from each union and may include Trade Union Officials or local elected representatives if school representatives are not available or require support.
35. The Multi Academy Trust JCNC terms of reference shall be reviewed annually by the JCNC to ensure that an agreed and workable structure. Current decisions of the group are set out as follows
  - a. It should consist of at least one representative from each of the recognised Unions.
  - b. It should meet termly and be chaired by the CEO or Chair of the Trust Board.
  - c. The agenda will be set by agreement and any item submitted at least 24 hours to the chair prior to the meeting will be discussed.
  - d. For the sake of items which not known in time for the agenda, the provision for AOB will be included.
  - e. Minutes from the meeting will be circulated within ten days of the meeting and non-confidential content will be published only when minutes have been agreed
  - f. Members of the committee should be appointed representatives of a recognised union and, where possible, employees of the Multi Academy Trust.

#### **FAILURE TO AGREE**

36. The Multi Academy 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 agreement.
37. Either party may suggest that a matter is referred to ACAS for either collective conciliation or collective mediation. If the Multi Academy 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.
38. Whilst ACAS procedures are being followed the Academy Trust will honour the status quo ante

## **[COMMENCEMENT], REVIEW AND VARIATION**

39. This agreement comes into effect on the following date: 20/09/2018
40. 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.
41. The agreement itself may be terminated at any time by mutual agreement of all parties or through 6 months' notice of termination from the Multi Academy Trust or from the trade unions acting jointly. Any individual trade union may withdraw from this agreement through 6 months' notice of withdrawal.