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# COVERING NOTE TO THE TUC MODEL AGREEMENT FOR ACADEMIES IN ENGLAND<sup>1</sup>

## TRADE UNION RECOGNITION AND MACHINERY FOR CONSULTATION AND NEGOTIATION

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### USING THIS TUC MODEL AGREEMENT FOR ACADEMIES

This model agreement has been agreed by the teacher unions (ATL, NASUWT and NUT) and the unions representing support and other professional school staff (GMB, UNISON and Unite). It is intended to assist the trade unions in negotiations with academies over the confirmation of trade union recognition and the establishment of acceptable arrangements for consultation and negotiation.

Where an Academy replaces an existing school so that students and teachers transfer to the Academy, there should<sup>2</sup> be a transfer of recognition accompanying the transfer of undertakings under the terms of the TUPE Regulations. In such cases, there should be no need to negotiate the principle of recognition with the Academy sponsor.

In those Academies where there has been no transfer of undertakings from a predecessor school, it may be necessary to negotiate the principle of recognition.

The circumstances of relationships with individual Academy sponsors obviously vary. In some cases, there may already be a satisfactory relationship and arrangements for consultation, negotiation and representation without a formal recognition agreement being in place. In such cases, you will of course want to consider whether a proposal to the Academy sponsor to enter into a formal agreement and arrangements as set out in the TUC model would be of benefit.

Where the model is used, it will serve in those Academies which have succeeded predecessor schools to establish revised arrangements more appropriate to the changed circumstances of the Academy. In Academies without a predecessor school, it will serve to establish appropriate arrangements to give effect to the newly-established recognition arrangements.

The model is, of course, intended for adaptation to the particular local circumstances in each Academy and local authority area.

This model procedure provides for recognition for those unions which have existing recognition rights protected by TUPE, are signatories to this agreement and have members in an academy. In situations where there are no members of one or more of the nationally recognised TUC affiliated unions (see list in paragraph 1 of the

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<sup>1</sup> This agreement covers England as there are currently no plans to introduce Academy schools in the rest of the UK. However, the remit of this agreement will be reviewed in consultation with all the relevant school workforce unions, including EIS and UCAC, if this situation changes in the future.

<sup>2</sup> Trade unions have a legal right under TUPE to the transfer of recognition arrangements where members who were covered by a recognition agreement transfer to an Academy.

agreement), recognition of such unions will be placed in abeyance but will automatically apply whenever they gain membership.

The application of this procedure will be taken forward most effectively in partnership by the trade unions which have members at an academy, and the anticipated process will be that these unions will wish to discuss the situation together prior to opening negotiations on presenting this TUC model procedure to the Academy employer body.

The model constitution for the JCNC provides for single table bargaining. The signatory trade unions believe the single table model is the most effective way of bargaining on behalf of the whole school workforce, with provision for sub groups where appropriate.

The model agreement provides for the Academy to participate in local arrangements within the authority relating to time off with pay for any employee who is a trade union officer at branch or national level. This will be particularly important where an existing local officer or Executive member works in a prospective or operational Academy. These local arrangements obviously vary, in particular in terms of the arrangements for funding and compensating for time off, and it may be that some variation may be needed to accommodate the inclusion of an Academy. Advice can be obtained from trade union regional or national offices.

It is not possible for this model agreement to address every eventuality and it is therefore recommended that representatives of the signatory trade unions consult their specific union if they require any further information and clarification on specific parts of the agreement.

# MODEL AGREEMENT FOR ACADEMIES IN ENGLAND<sup>3</sup>

## TRADE UNION RECOGNITION AND MACHINERY FOR CONSULTATION AND NEGOTIATION

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### THE ACADEMIES ENTERPRISE TRUST AND ITS ACADEMIES ("THE COMPANY")

#### PARTIES, COVERAGE AND DEFINITIONS

1. The Company recognises the following trade unions for individual and collective representation, consultation and negotiation purposes:
  - the teacher unions (ATL, NASUWT, NUT, NAHT and ASCL) and the unions representing support and other professional school staff (GMB, UNISON Unite and VOICE);
2. This recognition agreement applies in respect of employees in the following categories:
  - teaching staff (ATL, NASUWT, NUT, NAHT and ASCL);
  - support and other professional school staff (GMB, UNISON, Unite and VOICE);
3. Throughout this agreement, the following definitions apply:
  - The Company means the AET or any Group Companies
  - "The trade unions" means the recognised trade unions as listed above;
  - Academy – means any Academy within the AET.

#### PRINCIPLES AND OBJECTIVES

4. The Company recognises the independent trade unions identified in this agreement for the purposes of collective bargaining, consultation and individual staff representation on behalf of the whole 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

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<sup>3</sup> This agreement covers England as there are currently no plans to introduce Academy schools in the rest of the UK. However, the remit of this agreement will be reviewed in consultation with all the relevant school workforce unions, including EIS and UCAC, if this situation changes in the future.

- professional issues concerning teaching and learning, including issues relating to the curriculum, behaviour policy etc.
6. The trade unions recognise that it is the Academy's responsibility to plan, organise and manage the delivery of education to the students at the Academy.
  7. In turn, the Company recognises the trade unions' right to represent and protect the interests of their members employed in the Academy both individually and collectively.
  8. The Company believes that representative trade unions help ensure good employee relations, encourage employees to become union members and will inform new appointees accordingly. The Academy will provide the trade unions with names and work locations of new appointees.
  9. The Company 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.
  10. The Company and the trade unions declare their intention to jointly endorse Union/Company policies.

#### **TRADE UNION REPRESENTATIVES**

11. For the purposes of this agreement, the term "trade union representatives" includes 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 Academy 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 Company will not decline to recognise appointed trade union representatives.
14. Trade union members shall be entitled to be represented by employed officials or local representatives of the trade union, where the trade union considers this to be necessary in the circumstances.
15. The Company 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 Company agrees to provide appropriate facilities to trade union representatives and members in order to enable them to discharge trade union

duties and undertake trade union activity and to facilitate the objectives of effective communication and consultation with employees and their representatives set out earlier in this agreement.

### **Time off with pay for trade union representatives**

17. The Company 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.
18. The Company will also permit trade union representatives 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 of their union. Trade union representatives will give as much notice as possible of the need for such time off.
19. The Company will seek to ensure that all meetings convened by the Company or its Academies and involving trade union representatives take place within their normal working hours.
20. Subject to all costs being met in full by the local or national authority or the Trade Unions, national trade unions officers will be permitted time off with pay for trade union duties undertaken in that capacity.
21. The Company 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 Company 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.

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

22. The Company 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.

### **Trade union meetings**

23. The Company 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 Academy. The Company will not seek to place 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 Company 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 Academy when seeking consent for such meetings. The Academy will not unreasonably withhold such consent to such meetings.

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

25. The Academy will allow trade union representatives and members reasonable 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 and conferences. Time off for trade union representatives and members to attend annual conferences and other policy-making conferences of their trade unions as a delegate will in all cases be time off with pay.

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

26. The Company will not take disciplinary action against a trade union representative until an employed official of that trade union has been consulted.

#### **JOINT CONSULTATIVE COMMITTEE (Academy based)**

27. The Academy 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 cases of genuine commercial confidentiality.
28. The Academy and the trade unions agree to set up a Joint Consultative Committee (JCC) consisting of representatives of both sides to undertake the following functions:
  - the provision and sharing of information by the trade unions and the Academy;
  - consultation on employment procedures and working and organisational arrangements;
  - negotiation and agreement on the issues listed below.
29. Before implementing any changes in employment procedures and working and organisational arrangements, the Academy will undertake consultation and negotiation with trade union representatives through the JCC.
30. The following matters shall, in particular but not exclusively, be considered by the JCC:

- staffing and pay structures;
  - matters of health and safety;
  - operational issues affecting the deployment, security and prospects of staff;
  - staff training and development;
  - equal opportunities matters.
31. The Academy and the trade unions agree that any dispute on interpretation of this agreement or any other matter will be referred initially to the JCC for resolution.
32. The constitution and procedural agreement governing the JCC is attached to this agreement as an Annex.

### **JOINT CONSULTATION AND NEGOTIATION COMMITTEE (Company based)**

33. The Company 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 cases of genuine commercial confidentiality.
34. The Company 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 Company;
  - consultation on employment procedures and working and organisational arrangements;
  - negotiation and agreement on the issues listed below.
35. Before implementing any changes in employment procedures and working and organisational arrangements, the Company will undertake consultation and negotiation with trade union representatives through the JCNC.
36. The following matters shall, in particular but not exclusively, be considered 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, behaviour policy etc;
  - equal opportunities matters.
37. In regard to these items the COMPANY will employ all staff on the national terms and conditions for school teachers and support staff
38. The COMPANY 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.
39. The constitution and procedural agreement governing the JCNC is attached to this agreement as an Annex.

### **FAILURE TO AGREE**

40. The Company 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 an agreed settlement.
41. If the Company 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. Either party may determine that a matter is referred to ACAS for conciliation. Both parties may subsequently agree, where necessary, that a matter is referred to ACAS for arbitration.
42. Whilst these procedures are being followed the Company will honour the status quo ante.

### **COMMENCEMENT, REVIEW, VARIATION & TERMINATION**

43. This agreement comes into effect on the following date:
- 6 January 2009

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 following discussion as an agenda item at a quorate meeting of the JCNC and Company.

44. The agreement itself may be terminated at any time by mutual agreement of all parties following discussion as an agenda item at a quorate meeting of the JCNC; or through 12 months' notice of termination from the Company or from the trade unions acting jointly. In the latter circumstance, either side will be entitled to place the matter for discussion upon the agenda of a meeting of the JCNC and subsequently to refer the matter to ACAS for arbitration in order to seek resolution of the issue. Any individual trade union may withdraw from this agreement through 12 months' notice of withdrawal.

## **ANNEX 1**

### **CONSTITUTION FOR THE JOINT CONSULTATIVE COMMITTEE (JCC)**

#### **Title**

1. The Committee shall be known as the Joint Consultative Committee or JCC.

#### **Purpose of Committee**

2. The Committee has been established in support of the Principles and Objectives listed in Section 2 of the Recognition Agreement; and in order to consult and negotiate on the matters listed in Section 5 of that Agreement and other appropriate matters.

#### **Representation at Meetings**

3. The composition of the Company Side is the prerogative of the Company but there will be an expectation that there will be regular attendance by the appropriate senior Company officials at all JCC meetings.
4. At a national level consultation and negotiation on terms and conditions issues will take place through the JCC. Sub groups may sometimes meet to discuss issues which only affect teachers or support and other professional school staff. These sub groups will only be formed by joint agreement and will report back to the full JCC.
5. The membership of each side shall be determined annually. Each side shall inform the other side promptly of any changes in representation.
6. Substitute representatives shall be permitted on both sides where necessary but each side shall seek to ensure that its nominated representatives attend all meetings.
7. Each side shall be entitled to be accompanied by an adviser with speaking rights.
8. The office of Chair shall alternate [annually] [at each meeting] between the Company and Union sides.

#### **Meetings**

9. 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 and agenda to members etc.
10. Meetings shall be held once per term. The date and agreed agenda shall be sent to members at least ten working days before each meeting. The agenda shall list the items for discussion but shall also allow other urgent business to be discussed. Any additional items should be specified before the meeting and agreed by both sides.

11. Special meetings shall be held where either the Company or Union side submits a request in writing to the other side. The date and agenda for special meetings shall be sent to members no later than five working days after the request is submitted and the meeting shall take place no later than fifteen working days after the request is submitted.
12. Each Side shall be entitled to a pre-meeting prior to the meeting in order to discuss the business on the agenda.
13. The quorum for all meetings shall be [as appropriate] members of the Company side and [as appropriate] members of the Union side.
14. Administrative support to the JCC shall be provided by the Company. The draft minutes of all meetings shall be circulated to both Secretaries for agreement no later than ten working days after the meeting. The agreed minutes of all meetings shall be submitted to the governing body for information.

## **ANNEX 2**

### **CONSTITUTION FOR THE JOINT CONSULTATIVE AND NEGOTIATING COMMITTEE (JCNC)**

#### **Title**

15. The Committee shall be known as the Joint Consultative and Negotiating Committee or JCNC.

#### **Purpose of Committee**

16. The Committee has been established in support of the Principles and Objectives listed in Section 2 of the Recognition Agreement; and in order to consult and negotiate on the matters listed in Section 5 of that Agreement and other appropriate matters.

#### **Representation at Meetings**

17. The composition of the Company Side is the prerogative of the Company Board but there will be an expectation that there will be regular attendance by the appropriate senior Company officials at all JCNC meetings.
18. At a national level consultation and negotiation on terms and conditions issues will take place through the JCNC. Sub groups may sometimes meet to discuss issues which only affect teachers or support and other professional school staff. These sub groups will only be formed by joint agreement and will report back to the full JCNC.
19. The membership of each side shall be determined annually. Each side shall inform the other side promptly of any changes in representation.
20. Substitute representatives shall be permitted on both sides where necessary but each side shall seek to ensure that its nominated representatives attend all meetings.
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#### **Meetings**

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discussed. Any additional items should be specified before the meeting and agreed by both sides.

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26. Each Side shall be entitled to a pre-meeting prior to the meeting in order to discuss the business on the agenda.
27. The quorum for all meetings shall be [as appropriate] members of the Company side and [as appropriate] members of the Union side.
28. Administrative support to the JCNC shall be provided by the Company. The draft minutes of all meetings shall be circulated to both Secretaries for agreement no later than ten working days after the meeting. The agreed minutes of all meetings shall be submitted to the Academies' Governing Boards for information.

SIGNATORIES TO THE AGREEMENT WITH THE ACADEMIES ENTERPRISE TRUST (AET) ACADEMIES:

Name	Union	Signature	Date
John Dunford	ASCL	_____	_____
Jeff Fair	ATL	<i>J J Fair</i>	<u>14 Feb 09</u>
Cathy Holland	GMB	<i>Cathy Holland</i>	<u>18 Feb 09</u>
Mike Brooks	NAHT	_____	_____
Chris Keates	NASUWT	<i>Chris Keates</i>	<u>20 April '09</u>
Jerry Glazier	NUT	<i>Jerry Glazier</i>	<u>18 Feb 09</u>
Mick Mahoney	UNISON	<i>Mick Mahoney</i>	<u>22 June 09</u>
Paul Fawcett	UNITE	_____	_____
Ian Foster	AET	<i>Ian Foster</i>	<u>18 Feb 09</u>

*John Dunford* JOHN DUNFORD ASCL 2.7.09

*Mich Brooks* NAHT