

TBAP Trust Trade Union Recognition, Facilities and
Joint Consultative Machinery for Consultation and
Negotiation for 2018- 19

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TRADE UNION RECOGNITION, FACILITIES AND JOINT CONSULTATIVE MACHINERY FOR CONSULTATION AND NEGOTIATION

INTRODUCTION

This Agreement sets out: the recognition agreement between TBAP Trust ("the Trust") and the trade unions specified at paragraph 1; the working arrangements between the recognised trade unions to this agreement and the Trust and its schools; and the Joint Consultative and Negotiation Machinery for discussing contractual collective terms and conditions of employment, particularly in respect of consultation and negotiation and facility time for Union Representatives. The terms of the Agreement which follows provide that clarification. It is the intention of both sides to this agreement to comply with their legal requirements and obligations and the ACAS Code of Practice regarding Trade Union duties and activities.

PARTIES, COVERAGE AND DEFINITIONS

The following trade unions are covered by this agreement: the teacher/leadership unions ASCL, NAHT, NASUWT, and NEU and the unions representing support and other professional school staff GMB, UNISON and Unite. Other trade unions as may be agreed.

This agreement applies in respect of employees in the following categories: teaching staff (NAHT, NASUWT and NEU); support and other professional school staff (GMB, UNISON and Unite);

Throughout this agreement, the following definitions apply:
"The Trust" means the governing or other body responsible for the running of the Academy Trust and other persons or bodies having responsibility for the management of the Trust and typically local governing bodies and Principals;
"The trade unions" means the recognised trade unions as listed above;

PRINCIPLES AND OBJECTIVES

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.

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 disputes;
- equal opportunities in employment; and
- arrangements for the discussion of professional issues concerning teaching and learning, including issues relating to the curriculum, behaviour policy etc.

This agreement is intended to be implemented alongside the obligations that the Academy Trust must meet in accordance with the TUPE regulations. The Trust will employ Teachers on the national terms and conditions for school teachers (STPCD and Burgundy Book) and support staff (NJC Green Book).

The trade unions recognise that it is the Trust's responsibility to plan, organise and manage the delivery of education to the students at the Trust.

In turn, the Trust recognises the trade unions' right to represent and protect the interests of their members employed in the Trust's academies both individually and collectively.

The Trust believes that representative trade unions help ensure good employee relations. The Trust will encourage employees to become union members, and will inform new appointees of their right to join a trade union. The Trust will provide the trade unions with the names and work locations of new appointees, including Schools Direct, Teach First and student teachers.

The Trust and the recognised trade unions to this agreement declare their commitment to promote and support a positive working environment between the Trust and its staff. All parties agree to make reasonable efforts to resolve any difficulties which may arise and to ensure that this agreement is effective. It will achieve this through a commitment to effective communication; participation and involvement of staff; effective prompt resolution of issues and disputes; Equal opportunities in employment and commitment to Equality and Inclusion.

The Trust and Trade Unions party to this agreement accept that nothing in this agreement is intended to replace, detract from or weaken the direct and positive relationships that exist between individual employees and their employer. Furthermore, it should be noted that the existence of this procedure in no way detracts from an employee's right of access to the academy's management or management's right to communicate directly with its employee.

TRADE UNION REPRESENTATIVES

For the purposes of this agreement, the term "trade union representatives" includes Trust, local, regional and workplace representatives, health and safety representatives and learning representatives.

Trade union representatives will be appointed in accordance with the rules of the individual trade unions concerned. The trade unions will inform the Trust in writing of the names of their appointed representatives.

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 Trust will not decline to recognise appointed trade union representatives.

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 elected is a matter for the trade union.

The 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

The 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.

The Trust will make arrangements for the deduction and transfer of union subscriptions through the Trust's Payroll.

Time off with pay for trade union representatives

The Trust will permit trade union representatives reasonable time off with pay in line with Borough local agreements 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 included in the ACAS Code of Practice regarding trade union duties and activities.

The 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, 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.

The Trust will seek to ensure that all meetings convened by the Academy Trust or by the Principal and involving trade union representatives take place within their normal working hours.

The Trust will participate in arrangements within the local authority area(s) with regard to trade union facilities time; and agrees both to follow local agreements for pooled funding for time off with pay for trade unions' local officers where it exists and to provide time off with pay to any of its employees who undertake trade union duties in that capacity.

The 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 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 and no reasonable request will be denied in line with the ACAS Code regarding trade union duties and activities.

Other facilities for trade union representatives

The 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, and email facilities and computing and photocopying facilities;
- secure office/storage space;
- individual notice boards in staff rooms;
- the ability to link from the Academy Trust external website to the websites of the unions recognised in this agreement;
- all relevant documents, including those which provide information as to the structure and allocation of promoted posts applicable to the Trust, the articles of government, the funding agreement and documents that set out the pay, conditions of service and the regulations of the Trust which apply to the employees of the Trust.

Trade union meetings

The 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 Trust 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. Where an official of the union who does not work at the academy will be attending a meeting of TU members the Principal will be informed prior to the meeting.

By agreement, the 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 matter to be discussed. Trade union representatives will give as much notice as possible to the Head of School when seeking consent for such meetings. The Trust will not unreasonably withhold such consent to such meetings.

Time off for trade union activities

In accordance with the ACAS Code of Practice the Academy Trust 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.¹ 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.

Union representatives should minimise business disruption by being prepared to be as flexible as possible in seeking time off in circumstances where the immediate or unexpected needs of the business make it difficult for colleagues or manager to provide cover for them in their absence. Equally employers should recognise the mutual obligation to allow union representatives to undertake their duties.

Disciplinary action involving trade union representatives

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

JOINT CONSULTATIVE AND NEGOTIATION COMMITTEE

The 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). In cases of genuine commercial confidentiality, the Trade Unions agree to treat information with sensitivity.

The 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 Academy Trust;
- consultation on employment procedures and working and organisational arrangements;
- negotiation and agreement on the issues listed below for consideration by the JCNC.

¹ An example of these arrangements can be found in the model constitution for a Joint Consultative and Negotiation Committee, www.tuc.org.uk/sites/default/files/JCNModelConstitutionJuly15.pdf

Before implementing any changes in employment procedures and working and organisational arrangements, the Academy Trust will undertake consultation and negotiation with trade union representatives through the JCNC.

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.

Where at the point of transfer national terms and conditions apply, the Academy Trust will employ all staff on the national terms and conditions for school teachers and support staff. The Trust will also continue to honour locally agreed collective agreements that transferred across to the trust as part of the TUPE process. These terms may only be amended by mutual agreement through the JCNC. Meetings with unions at local academy level will at least be termly. Additional meetings may be held as necessary, for the discussion of relevant issues with the purpose of ensuring the effective implementation of new initiatives and ensuring good ongoing relations. Each Academy school will be bound by the provisions, policies and procedures agreed by the trust JCNC, except where protections under the TUPE Regulations apply.

The Trust and Unions will form a Health and Safety committee which will meet regularly to discuss trust specific issues regarding Health and Safety. The constitution will be appended.

The 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.

FAILURE TO AGREE

The 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 a settlement.

The Trust and trade unions agree that any dispute on interpretation of this agreement will be referred initially to the JCNC for resolution.

Should a dispute arise every effort will be made by both sides to resolve the issues at stake by following any collective disputes procedure agreed between the two parties. If the 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. 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.

Whilst these procedures are being followed the Trust will honour the status quo ante.

COMMENCEMENT, REVIEW AND VARIATION

This agreement will be jointly reviewed after one year from the date of signature. 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 meeting of the JCNC.

The agreement itself may be terminated at any time by mutual agreement of all parties following discussion as an agenda item at the Trust/Trade Union JCNC meeting; or through 12 months' notice of termination from the Trust 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 a term's notice of withdrawal.

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SIGNATURES TO THIS AGREEMENT

For TBAP Trust Seamus Oates, CEO	
For National Education Union Signatory:	
For National Association of Head Teachers Signatory:	
For NASUWT – The Teachers' Union Signatory:	<i>Seamus Oates</i>
For ASCL Signatory:	
For GMB Signatory:	
For Unison Signatory:	
For Unite Signatory:	