

Trade Union Recognition and Procedural Agreement

The protocol for relationships with trade unions set out in this agreement reflects the commitment of the David Ross Education Trust (“the Trust”) and the recognised trade unions (“the trade unions”) to work for the benefit of the Trust’s communities. The Trust and the trade unions will seek to work cooperatively with one another.

This recognition agreement applies in respect of employees in the following categories:

- Teaching and leadership staff (ATL, NASUWT, NUT, NAHT and ASCL);
- All support and professional school staff (GMB, UNISON and UNITE)

Throughout this agreement the following definitions shall apply:

- “The Trust” means the trustees, the local governing body or other body responsible for the running of the Academy and other persons or bodies having responsibility for the management of the Academy;
- “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 and agreement of:

- Pay, hours and holidays
- Good practice with regard to matters of employment and health and safety
- Effective communication
- Participation and involvement of staff
- Effective and prompt resolution of collective issues and collective disputes
- Equal opportunities in employment; and
- Professional issues concerning teaching and learning, including issues relating to the curriculum, behaviour policy etc.

The Trade unions recognise that it is the Trust’s responsibility to plan, organise and manage the delivery of education to the students at its Academies.

In turn the Trust recognises the trade unions’ rights to represent and protect the interests of their members employed in the Trust both individually and collectively.

The Trust believes that representative trade unions help ensure good employee relations. The Trust will therefore inform new appointees of their right to join a trade union. The Trust will offer a DOCAS facility for employees

The 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.

This document does not create any legal obligations upon either the Trust or the trade unions and is binding in honour only.

Trade Union Representatives

For the purposes of this agreement, the term “trade union representatives” includes 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 academies 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 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 and with consideration to expediting any issues without undue delay.

The Trust undertakes that no trade union representative will suffer any detriment as a result of undertaking in good faith their role on behalf of their trade union members.

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

Termination

Whilst this Agreement is binding in honour only, the trade unions acting collectively or the Trust may terminate it by giving to the other party not less than 12 months’ notice in writing. Individual trade unions may terminate their involvement with this agreement by giving to all other parties 12 months’ notice in writing that reference to their union should be removed from clauses 1 and 2 and that the remaining terms of this agreement shall not apply to them thenceforth.

Joint Consultative 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). The trade unions agree to treat information with sensitivity in cases of genuine commercial confidentiality.



Structure for consultation and negotiation

Consultation and negotiation on terms and conditions issues will take place through the establishment of a Joint Consultative Committee (JCC). Each academy and its staff will be bound by the terms and conditions agreed by the JCC

The Trust and the trade unions agree to set up a Joint Consultative Committee consisting of representatives of both sides to undertake the following functions:

- The provision and sharing of information by the trade unions and the Trust;
- Consultation on employment procedures and working and organisational arrangements;
- Consultation on the issues listed below for consideration by the JCC

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

The following matters shall, in particular but not exclusively, be considered by the JCC:

- Negotiating machinery and procedures;
- Terms and conditions of employment;
- Staffing and pay structures including re-organisation and redundancy;
- Employment policies and procedures;
- Matters of health and safety;
- Application of the Single Equality Act legislation

The Trust intends to continue to implement the outcomes of the national pay arrangements (except where different pay arrangements already exist) whilst such arrangements continue to exist and subject to any future changes affecting all academies. Should the Trust wish to amend any of the principles and practices set out above or should the national pay and conditions arrangements change, the Trust will consult and where appropriate, negotiate with the trade unions before any changes in employees' terms and conditions take effect.

The Trust and unions will undertake consultation and negotiation through the JCC but principals and academy union representatives will meet regularly to maintain contact and share and discuss local issues. Notes of all meetings will be copied to the Trust.

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 an agreed settlement.

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 comes into effect on the following date:

The provisions of this agreement will be reviewed annually or varied at any time by mutual agreement of all parties following discussion as an agenda item at a quorate meeting of the JCC.

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 JCC; 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 JCC. Any individual trade may withdraw from this agreement through 12 months' notice of withdrawal.

CONSTITUTION FOR THE JOINT CONSULTATIVE COMMITTEE (JCC)

Title

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

Purpose of the Committee

The Committee has been established in support of the Principles and Objectives listed in the Trade Union Recognition Agreement, and in order to consult on the matters listed in the Agreement and other appropriate matters.

Representation at Meetings

The composition of the Trust contingent is the prerogative of the Trust but there will be an expectation that there will be regular attendance by the appropriate senior Trust officials at all JCC meetings.

Consultation 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 staff. These sub groups will only be formed by joint agreement and will report back to the full JCC.

The membership of each contingent shall be determined annually. Each contingent shall be entitled to be accompanied by an adviser with speaking rights.

The office of Chair shall sit with the Trust.

Meetings

Each contingent shall nominate a Secretary who shall be responsible for liaising with the other contingent on matters such as dates of meetings, agreements of agendas and draft minutes, issuing invitations and agenda to members etc.

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 contingents.

Extraordinary meetings may be held in accordance with an agreed need and timeframe for consultation.

Each contingent shall be entitled to a pre-meeting prior to the meeting in order to discuss the business on the agenda.

The quorum for all meetings shall be two members of the Trust contingent and [as appropriate] members of the Union contingent.

Administrative support to the JCC shall be provided by the Trust. The draft minutes of all meetings shall be circulated to both Secretaries for agreement no later than ten working days after the meeting. If agreement cannot be reached on the minutes then two copies of the minutes will be held on file. The agreed minutes of all meetings shall be submitted to the Trust Board for information.



Trade Union Facilities Policy

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 recognises the statutory right of trade union representatives to reasonable time off with pay for the purpose of carrying out trade union duties. The Trust will not unreasonably withhold appropriate time off with pay, in particular time off for representatives to attend meetings convened by The Trust or one of its academies; reasonable time off for representatives to prepare for and/or attend meetings or to consult with employed officials or local representatives of their union; and reasonable time off for trade union representatives and members to attend annual conferences and other policy-making conferences of their trade unions as a delegate. Such time off with pay will normally be during normal academy operating hours, in the case of support staff union representatives through time off during their contractual working hours and in the case of teacher union representatives through release from timetabled teaching time. Trade union representatives will give as much notice as possible of the need for such time off. Such requests should be in writing, setting out:

- a) The reason for such time off;
- b) The date, time and duration

Trade union representatives should, wherever possible, have regard to the need to the need to minimize the impact of absences on academy timetables and operations.

The Trust will seek to ensure that all meetings convened by the Trust or the individual academy and involving trade union representatives take place within normal academy operating hours and will where appropriate pay reasonable travel expenses for their attendance at such meetings.

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's academies 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.



The Trust will provide the following facilities to trade union representatives:

- Reasonable accommodation to hold meetings and to interview members in a confidential manner;
- Reasonable confidential access to and reasonable free use of telephone, fax and e-mail facilities and computing and photocopying facilities;
- Reasonable secure office/storage space
- Reasonable access to administrative and secretarial services;
- Notice boards in all staff rooms;
- Access to all relevant documents (confidential where appropriate), 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 Trust, usually to be two working days. DRET academies 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.

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 matters to be discussed. Trade union representatives will give as much notice as possible to the Trust when seeking consent for such meetings. The Trust will not unreasonably withhold consent for such meetings.

Time off for trade union activities

The 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. 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.



Trade Union Recognition Agreement

- ATL, NASUWT, NUT, NAHT and ASCL);
- All support and professional school staff (GMB, UNISON and UNITE)

Signatories:

The David Ross Education Trust

Signed:

Date:

Name:

Title:

Association of School and College Leaders

Signed:

Date:

Name:

Title:

Association of Teachers and Lecturers

Signed:

Date:

Name:

Title:

National Association of Head Teachers

Signed:

Date:

Name:

Title:

National Association of Schoolmasters Union of Women Teachers

Signed:

Date:



Name:

Title:

National Union of Teachers

Signed:

Date:

Name:

Title:

GMB

Signed:

Date:

Name:

Title:

UNISON

Signed:

Date:

Name:

Title:

UNITE

Signed:

Date:

Name:

Title: