

# **Trade Union Facilities and Recognition Agreement**

## **1 Introduction**

This Agreement is made between the governing body of St Bart's Trust ("the Trust") and the recognised trade unions.

## **2 Purpose**

All parties to this Agreement have the common objective of:

- Maintaining good employment relations and effective communication with staff, through joint consultation and negotiations, at all levels of the Academy;
- Agreeing a framework for the purposes of collective bargaining and negotiation on such matters as pay and conditions of employment;
- Acknowledging the importance of establishing and implementing well understood procedures to ensure all parties can work together constructively; and
- Developing a working environment that encourages respect for, and involvement of all employees, concern for their well-being and recognition of the value of their contribution.

## **3 Scope of the Agreement**

3.1 This Agreement supersedes any previous recognition and / or facilities agreements, facilities time, existing arrangements relating to employees at the Academy, written or implied.

3.2 The Academy agrees to recognise those Trade Unions listed in the introduction above as being entitled to represent their members and the Academy's workforce generally, either individually or collectively, on the following matters:

- Terms and conditions of employment for support staff including remuneration and non-pay benefits;
- Working practices, training and recruitment and staff facilities and amenities;
- Health, safety and welfare and other issues relating to the working environment;
- Policies and procedures on matters directly affecting employment; and
- Changes to services, functions and structures and other similar matters that have direct or indirect implications for working arrangements for employees.
- Equal opportunities in Employment
- Behaviour Policy

3.3 The Trade Unions are recognised in respect of the following staff:

**Staff**

- ASCL
- ATL
- NAHT
- NASUWT
- NUT
  
- GMB
- UNISON
- UNITE

**4 General Principles**

- 4.1 The aim of the agreement is to establish a relationship of mutual support and partnership which will enable the Academy, its employees and their representatives to work together to achieve their common objective in ensuring effective delivery of education services for the benefits of the community and the employees providing those services.
- 4.2 A fundamental principle of this agreement is that conflicts of interest will be resolved at the earliest possible stage through the use of the agreed procedures and through consultation or negotiation (as appropriate).
- 4.3 The Trade Unions recognise management's duty to plan, organise and manage in order to achieve objectives set by the Academy. The Academy recognises the Trade Unions role in representing the interests of their members and working to maintain and / or improve conditions of employment for all employees.
- 4.4 The management of the Academy have the responsibility to keep employees directly informed of matters concerning the activities of the Academy and the Trade Unions recognise the necessity for management to communicate directly with their employees.
- 4.5 The Academy and the Trade Unions recognise their interdependence and agree that matters affecting their interests will be considered jointly, by consultation and negotiation in accordance with this agreement where appropriate.

4.6 All parties recognise that pursuit of long term success of the Academy for the benefit of all involved will be by:

- Negotiations – for the purpose of reaching agreement and avoiding disputes, the scope of which will be those areas identified in the scope of this Agreement; and
- Discussion – for the purpose of providing an opportunity to influence decisions and their application on matters covering:
  - Strategic planning decisions, including the allocation of resources that have workforce implications; and
  - Consequential operational decisions, particularly those likely to affect the job prospects or job security of particular groups or occupations.

4.7 Each union will annually:

- Provide membership numbers
- Inform the Academy when representatives change (as appropriate)

## **5 School Trade Union Representatives**

5.1 Each Trade Union may have one or more representatives as representatives within the Academy. Trade Unions will notify the head teacher of any such representatives and their status.

5.2 School Trade Union representatives will be allowed reasonable time off for the purposes of undergoing training and carrying out their trade union duties. When requesting time off representatives will be expected to give reasonable notice of the time required. This should not be unreasonably refused.

## **6 Employer - Level Trade Union Representation**

6.1 Where:-

- A trade union has no trade union representatives employed at the Academy; or
- An elected Trade union convenor with responsibility wholly, or in part, for trade union members in schools, is not available, or
- A trade union believes that its members interests would be best served by doing so

The union may request that the Employer assist by releasing a trade union representative to be funded by or employed by the Employer to deal with the matter on the union's behalf.

6.2 This may be either:

- An alternative full time convenor funded by the Employer;
- A Trade Union steward employed by the Employer; or
- A trade union steward recognised by the Employer for the purposes of representing Employer employees.

### 6.3 Where:

- The Employer releases one of the full time convenors funded by the Employer to deal with a matter; or
- The trade union request funding for the use of a representative from outside the Academy;

## **7 Facilities for Trade Union Representatives**

### 7.1 The Academy will provide trade union representatives at the Academy with:

- Use of a notice board (or reasonably-sized part of one);
- Use as required of a telephone with reasonable privacy;
- Provision when needed of a room either to meet with individual members or the staff as a whole; and
- Reasonable use of IT equipment, including email, and photocopying facilities for school-related trade union business.
- Filing cabinet or electronic storage for school based representatives

### 7.2 The Academy will also provide these facilities, where applicable, to Employer-level trade union representatives visiting the Academy to consult with the Academy or provide assistance to its members.

### 7.3 Facilities for Local Authority level representatives engaging in trade union activities at Local Authority level will be the responsibility of and funded by the Local Authority, with any arrangements for reimbursing the Local Authority for these a matter between the Local Authority and the Academy.

### 7.4 The Academy Trust will participate in arrangements within the local authority area(s) with regard to trade union facilities time; and agrees both to contribute to pooled funding for time off with pay for trade unions' local officers and to provide time off with pay to any of its employees who undertake trade union duties in that capacity. This will be reviewed on an annual basis, ie September 2017.

## **8 Process for Consultation and Negotiation**

### 8.1 The Academy Trust and Trade Unions agree to set up a committee for the purposes of undertaking the following functions:

- Any Trust/ Academy-level negotiation of changes to employees' terms and conditions will be carried out in accordance with the process set out in appendix 1.
- The provision and sharing of information by the trade unions and Academy Trust
- Consultation on employment procedures and organisational employment arrangements

8.2 If there are any other matters that require discussion between the Academy and the Trade Unions either the Academy may write to the Trade Unions inviting them to a meeting to discuss them, or a Trade Unions may write to the Chair of the Governors / Head Teacher requesting a meeting be held.

8.3 If a Trade Union requests a meeting the Academy will arrange a meeting at mutually convenient time to discuss the matter.

8.4 The party requesting the meeting shall set out in writing the matters they wish to discuss, and, in the case of the Trade Union, send it to the Academy at the same time as the request for the meeting, or, in the case of the Academy, with the notification of the meeting being arranged.

8.5 The Academy shall arrange for the head teacher and / or the Chairman of the Governors to attend the meeting to discuss the matter.

8.6 The Academy will keep notes of the meeting for their purpose.

## **9 Review and Revision**

9.1 This Agreement will be reviewed after one year (i.e. September 2017)

9.2 Any revisions to this agreement will be consulted on with Trade Unions.

## **10 Termination**

Either party terminate this agreement by giving the other six months' notice in writing, no more than one year.

## **11 Legal Status of This Agreement**

All parties intend to follow the terms of this agreement, but all expressly agree it is not intended to constitute a legally enforceable agreement between them. It is further agreed that the parties to the Agreement will use their best endeavours to ensure that the spirit and intention of the agreement is honoured at all times.



## Appendix 1

### ***Procedure for Negotiating Changes to Staff Terms and Conditions***

#### **1 Starting Negotiations**

- 1.1 Either the Academy or the Trade Unions may request a meeting for the purposes of negotiating proposed changes to terms and conditions.
- 1.2 The Academy shall be responsible for arranging the meetings, notifying attendees, recording any agreements reached and taking and circulating the minutes.
- 1.3 Where the Academy request a meeting they will notify the relevant recognised Trade Unions accordingly. Where the Trade Unions request a meeting they shall notify the Academy and the Academy shall arrange a meeting within 28 days of receipt of the request.
- 1.4 The party requesting the meeting shall set out in writing the changes to staff terms and conditions that they propose and the reasons for the proposals, and, in the case of the Trade Union, send it to the Academy at the same time as the request for the meeting, or, in the case of the Academy, with the notification of the meeting being arranged.

#### **2 Attendees at the Meeting**

- 2.1 One representative shall be invited to attend from each Trade Union recognised in respect of the staff for whom changes in terms and conditions are proposed, which shall be the nominated representative for the committee or in their absence a delegated representative/official (if requested by the Trade Union and at the discretion of the Academy). In the case of Trade Union Representatives, the Academy shall permit these representatives time off to attend.
- 2.2 The Academy shall be represented by the head teacher and / or a member of the Trust Board.
- 2.3 Trade Unions and the Academy will be entitled to have advisors/observers in attendance who may speak at the meeting: each side will give the other seven days' notice of any advisors who will be attending.
- 2.4 The Trade Unions may have a note-taker in attendance at the meetings to supplement the Academy's note-taker.



- 2.5 Meetings will be judged to be quorate if one or more representatives from the Academy are in attendance and at least one representative from at least half the Trade Unions who have members within the school/Trust. Any final agreement must be signed on behalf of each relevant recognised Trade Union, in accordance with paragraph 4.1.

### **3 Conduct of Meetings**

- 3.1 Not less than 14 days before the meeting the Academy shall prepare and circulate to all attendees an agenda setting out the time and place for the meeting and the matters to be discussed. This shall include as a minimum details of the proposed changes to terms and conditions to be discussed.
- 3.2 The purpose of the meeting is to discuss the proposed changes to terms and conditions with a view to coming to an agreement between all parties concerned. The format of the meetings will be agreed by the parties concerned at the commencement of the first meeting.
- 3.3 The Academy will ensure that any proposals put forward by them have been approved by the Governors of the Academy, and it will be the responsibility of the Trade Unions to ensure that, before putting forward or agreeing any proposals, they have engaged in any consultation with or balloting of their members that they consider necessary or appropriate.
- 3.4 Either party may request an adjournment or delay of a meeting of no more than 5 working days to obtain the necessary consents or to consult with or obtain the approval of their members or the Governors as applicable.
- 3.5 The Academy will circulate minutes of the meeting to all representatives following the meeting.
- 3.6 A written record will be kept of all meetings by the Academy.
- 3.7 The frequency of meetings will be decided at the first meeting based on the urgency of the issue, its complexity and how much further detail is required. The parties will, wherever possible, set the date for the next meeting at the end of each meeting.

### **4 Change in Terms and Conditions**

- 4.1 Subject to paragraph 4.2, changes in staff's terms and conditions will become binding when recorded in writing and signed by a representative from the Employer and each of the Trade Unions.

- 4.2 Notwithstanding paragraph 4.1, no signature will be required from a Trade Union which is not recognised in respect of any of the staff to whom the changes to terms and conditions will apply.
- 4.3 A signed copy of the agreement will be circulated to all representatives present and a further signed copy stored in a central register kept by the Academy, which will be available for access to all Trade Unions on request.

## **5 Failure to Agree**

- 5.1 Where the parties find themselves unable to agree on the proposals put forward, or the Academy's final proposals are rejected by the Trade Unions following consultation with or ballot of their members, and nothing further is likely to be achieved by further negotiations a "failure to agree" will be recorded and no further meetings will be held.
- 5.2 Following a "failure to agree" both sides will consider what further options may be available to them to progress the matter outside the collective bargaining process, and proceed accordingly.

Signed by  
C. BRISLEN  
for and on behalf of  
the Academy.




.....

Signed by  
.....  
(Chair of Governors)  
for and behalf of the  
Academy



.....

Signed by  
P. J. ROE (NNO)  
for and on behalf of  
[UNION].




BRUE  
.....  
NASUWT

Signed by  
PETER LANE  
for and on behalf of  
[UNION]



PLAC  
ATL  
.....

Signed by  
EMMA FOWLER  
for and on behalf of  
[UNION]



.....  
NUT