



CfBT Schools Trust

Trade Union Recognition and Procedural Agreement

FINAL AGREED MAR 2016

TRADE UNION RECOGNITION AND PROCEDURAL AGREEMENT

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Trade Union Recognition and Procedural Agreement

1. DEFINITION OF TERMS

In this Agreement:-

“The Trust”	means the Directors of CfBT Schools Trust and other persons or bodies having responsibility for the overall management of the group of academies;
“The Academy”	means the senior leadership team or other body responsible for the running and / or management of each Academy;
“The Academies”	refers collectively to the group of academies;
“The trade unions”	means the recognised trade unions as listed below;
“Union representative”	means an employee of the Trust who operates on behalf of a Trade Union at a local level within a school, and who has been appointed in accordance with the rules of the Trade Union either as a school, health and safety or union learning representative.
The term “officer”	refers to any paid official working on behalf of a Trade Union above local school representative level, who has been elected or appointed in accordance with the rules of the Trade Union.

2. PARTIES, COVERAGE AND DEFINITIONS

2.1. The Trust recognises the following trade unions for individual and collective representation and consultation purposes:

Teaching Unions:

- ASCL (Association of School and College Leaders)
- NAHT (National Association of Headteachers)
- NASUWT (The Teachers Union)
- NEU (National Education Union)
- VOICE

Support and Professional Staff:

- GMB
- UNISON
- UNITE

3. COMMENCEMENT DATE

This Agreement commences on

4. INTRODUCTION

- 4.1. This agreement is made between CfBT Schools Trust and the recognised trade unions as set out in section 2. All parties to this agreement have the common objective of maintaining good employment relations and effective communication with staff at all levels within the Trust's member Academies.
- 4.2. 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 the Trust, particularly in respect of consultation and negotiation and facility time for Union Representatives. The terms of the Agreement which follows provide that clarification.

5. OBJECTIVES

- 5.1. In drawing up this agreement, the Trust and the Unions have a common objective in ensuring the long term success of each of the member Academies for the benefit of the pupils / students and communities they serve and their mutual benefit.
- 5.2. The purpose of this agreement is to determine trade union recognition and representation within the Trust and establish a framework for consultation and collective bargaining. Both parties are committed to working together in a spirit of mutual confidence, partnership and co-operation to achieve fairness and equality in the treatment of staff.
- 5.3. The parties have identified common objectives they wish to pursue and achieve. These are:
 - 5.3.1. to ensure that employment practices in the Trust are conducted to the highest possible standards;
 - 5.3.2. to enhance effective communication with all Staff throughout the Trust;
 - 5.3.3. to achieve participation and involvement of all members of staff on the issues to be faced in running and developing the Trust; and
 - 5.3.4. to ensure that equal opportunities are offered to staff or prospective staff and that the treatment of staff will be fair and equitable in all employment matters.

6. GENERAL PRINCIPLES

- 6.1. The Trust and the Unions accept that they do not intend to create legal relations and that the terms of this Agreement do not constitute a legally enforceable agreement.
- 6.2. The Unions recognise the Trust's responsibility through its member academies to plan, organise and manage the work of the academies in order to achieve the best possible results in pursuing its overall aims and objectives.
- 6.3. The Trust recognises the Unions' right to protect and advance their members' interests and to work for improved terms and conditions of employment for them.
- 6.4. The Trust encourages employees to join an appropriate trade union recognised by this agreement, and through its member academies will bring this to the attention of new staff.

- 6.5. The Trust and the Unions recognise their common interest and joint purpose in furthering the aims and objectives of the Trust and in achieving reasonable solutions to all matters which concern them. Both parties declare their commitment to maintaining good employment relations.
- 6.6. The Trust and the Unions accept the need for joint consultation and collective bargaining in securing their objectives. They acknowledge the value of up to date information on important changes which affect employees of the Trust.
- 6.7. Agreements reached by the Joint Consultation Committee shall supersede local arrangements in individual member academies except that employees for whom more advantageous arrangements were in force as at the date of TUPE transfer will continue to be covered by those arrangements whilst occupying the post in which they transferred.

7. UNION REPRESENTATION

- 7.1. The Trust recognises the Unions listed in this agreement as the sole bodies with which it will consult and conduct collective bargaining in those matters identified in Clause 9.3 of this agreement.
- 7.2. The Trust accepts that the Unions' members will elect representatives, in accordance with each Union's rules, to act as their spokespersons in representing the interests of their members. The number of local representatives appointed shall be a matter for each union but the Unions agree that the numbers shall be reasonable in relation to the number of members represented. The trade unions will inform the Trust's Head of Human Resources and the relevant Academy in writing of the names of their appointed representatives. The Trust and its Academies will not decline to recognise appointed trade union representatives.
- 7.3. The Unions agree to inform the Trust and the relevant Academy of the names of all elected representatives in writing on an annual basis of their election and to inform the Trust and the relevant Academy in writing of any subsequent changes, each time within ten working days of the change having taken place.
- 7.4. Trade union members shall be entitled to be represented by locally elected representatives, or by officers of the trade union where the trade union considers this to be necessary in the circumstances. In instances where the representation is provided by anyone other than the local union representative, the Academy's Headteacher / Principal should be informed in advance.
- 7.5. The Trust recognises that Unions' representatives fulfil an important role and that the discharge of their duties as Union representatives will in no way prejudice their career prospects or employment with the Trust.
- 7.6. If the Trust or its member Academies are considering any form of disciplinary action or investigation against a union representative, such action shall not proceed until there has been consultation with a paid official of that trade union. Where a paid official is not available a senior elected officer will be consulted.
- 7.7. The Trust will participate in arrangements within the local authority areas in which its Academies are situated with regard to pooled funding for time off with pay for any employees who are local or national trade union officers. Subject to the provision of adequate funding via such arrangements, Academies will permit reasonable time off with pay to employees who are local or national trade union officers for trade union duties and/or representation undertaken in that capacity.

8. UNION MEETINGS AND OTHER FACILITIES

- 8.1. Meetings of Union members may be held on the relevant Academy's premises outside working hours, including at lunchtimes and immediately following the end of the student day, after informing the Trust and the relevant Academy in writing giving reasonable notice of such a meeting, usually a minimum of five working days, wherever possible. Neither the Trust nor the relevant Academy will refuse such meetings to be held on its premises unless there are good reasons. Such meetings will be open to all staff members who are members of the Union holding the meeting. The Trust and its Academies will not seek to place restrictions on the frequency or duration of such meetings or on the attendance of employed officials or local representatives of the trade union at such meetings.
- 8.2. The Trust and its Academies will allow trade unions to hold staff 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 Principal when seeking consent for such meetings. The Trust and its Academies will not unreasonably withhold consent to such meetings.
- 8.3. Academies will provide defined facilities to the Union representatives to enable them to discharge their duties including: provision of secure filing space; access to reasonable space on a notice board; access to confidential telephone, fax, internal mail and email; reasonable use of equipment such as telephones, photocopiers, and PCs, but not for sole use; reasonable accommodation for meetings. The cost of telephone calls and multiple photocopying will be paid for by the appropriate Union(s).
- 8.4. The Unions commit themselves to training their elected representatives to provide them with the skills and the confidence to undertake their duties properly and effectively. Union representatives will be granted reasonable time off at times agreed with the Trust, in line with ACAS guidance, to attend training courses run by the Union or other appropriate bodies which are relevant to the discharge of their Union duties.
- 8.5. On request, and subject to reasonable prior notice and the agreement of the Trust and the relevant Academy's Headteacher, Union representatives will be granted reasonable time off with pay, during working hours, where it is necessary to carry out essential duties under this agreement in line with the provisions of TULRCA. Where such duties cannot be performed outside the normal working day, as much notice as possible will be given of the request to take time off. Any disagreement over the granting of time off shall be discussed between the Headteacher of the relevant Academy and the paid officer of the appropriate trade union.
- 8.6. The Trust will provide the Unions with appropriate financial information and plans of the Trust in order for there to be a meaningful dialogue. In particular the Trust will provide relevant information for the purposes of collective bargaining and consultation in accordance with the ACAS Code of Practice No 2 (Provision of Information to Trade Unions).
- 8.7. Members of staff have an entitlement to consult with their trade union without detriment.
- 8.8. The Trust agrees that its Academies shall make arrangements for the deduction and transfer of union subscriptions through payroll as applicable.

9. JOINT CONSULTATION COMMITTEE

9.1. The Trust and the Unions agree to set up a Joint Consultation Committee (JCC) consisting of representatives of both sides.

9.2. The JCC shall be governed by a written constitution, a copy of which is attached to this Agreement (Appendix 1).

9.3. The functions of the JCC shall include:-

9.3.1. Information

The Trust undertakes to supply the Unions with the necessary information for it to carry out effective consultation.

9.3.2. Statutory consultation on

- redundancies
- TUPE transfers

9.3.3. Consultation

To have proper consultation with a view to reaching agreement with the recognised representatives of staff trade unions to enable feedback and discussion before decisions are taken concerning matters directly affecting the interests of the staff. The following matters shall, in particular but not exclusively, be considered by the JCC at Trust wide level:

- 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, classroom observations, performance management, behaviour policy, etc
- Equal opportunities matters

Consultation on changes to policies will follow the process described in Appendix 2.

9.4. The intention of the Trust is that it will henceforth and for the foreseeable future comply with the national terms and conditions of service for teaching and support staff who were in post at the date of the original TUPE transfer into the trust, as amended from time to time. The JCC will consider matters that have been the subject of national negotiations in the preceding period, and any principles agreed in the national framework shall be considered for adoption by the Trust.

9.5. The Trust reserves the right to apply different terms and conditions of employment to employees appointed after the date of the original TUPE transfer into the Trust after extensive consultation and negotiation with the recognised trade unions.

9.6. Employees in the Trust's Free Schools shall continue to be appointed on the prevailing terms and conditions of employment for Free Schools within the Trust, as amended from time to time after due consultation and negotiation with recognised Trade Unions over major suggested amendments.

10. FAILURE TO AGREE

- 10.1. In order to resolve collective disputes arising from a failure to agree in the JCC, the parties may, by agreement, refer the matter for resolution to a further meeting of the JCC, which will, on such occasion, be attended by representatives of the Trustees of CfBT Schools Trust.
- 10.2. In the event of both sides still being unable to reach agreement the matter may be referred to ACAS by either side for conciliation or, with the agreement of both sides, for arbitration. The outcome of any arbitration would be binding on both parties.
- 10.3. Whilst these procedures are being followed the Trust will honour the "Status Quo" and the trade unions will not enter into any form of industrial action.

11. VARIATIONS

- 11.1. This Agreement may be amended at any time with the written agreement of both parties.
- 11.2. Both parties agree to review the agreement on an annual basis to ensure it meets the needs of the Trust and the Unions

12. TERMINATION

- 12.1. The Agreement may only be terminated by mutual consent or by 6 months' written notice from either side. During the 6 month period ACAS may be involved in order to seek to reach a new agreement.

SIGNED: for the Trust DATE:

SIGNED: for ASCL DATE:

SIGNED: for NAHT DATE:

SIGNED: for NASUWT DATE:

SIGNED: for NEU DATE:

SIGNED: for Voice DATE:

SIGNED: for GMB DATE:

SIGNED: for Unison DATE:

SIGNED: for Unite DATE:

FINAL AGREED MAR 2016

APPENDIX 1

CONSTITUTION OF THE JOINT CONSULTATION COMMITTEE

1. TITLE

- 1.1. The Committee shall be known as the Joint Consultation Committee or JCC.

2. OBJECT

- 2.1. To establish a workable and effective arrangement for good employer / employee relations, for the avoidance of any misunderstanding and for the promotion of joint participation in all matters of common interest and concern on a genuine consultative basis and, where this agreement provides, on the basis of collective bargaining at Trust level, as outlined in Clause 9.3 of the Recognition and Procedural Agreement.

3. MEETINGS

- 3.1. Meetings of the JCC shall be held termly, ie three times a year, with a prepared agenda which shall be issued fourteen days before each meeting. The agenda shall be agreed by the joint secretary from the trade union side and the Trust's Chief Executive Officer (or delegated manager). The Agenda shall provide for any other business of an urgent nature to be discussed.
- 3.2. Special meetings may be requested by either the Unions or the Trust. 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.
- 3.3. Each side shall be entitled to a pre-meeting prior to the meeting in order to discuss the business on the agenda.

4. SCOPE OF COMMITTEE

- 4.1. The JCC is authorised to consider and consult with a view to reaching an agreement on those matters specified in Clause 9.3 of the Recognition and Procedural Agreement.

5. CONSTITUTION

- 5.1. There shall be a Trust side and a Union side.
- 5.2. The composition of the Trust side is the prerogative of the Trust but there will be an expectation of regular attendance by the appropriate senior Trust officials at all JCC meetings.
- 5.3. The composition of the Union side is the prerogative of the recognised trade unions but there will be an expectation that one representative from each trade union will attend any one meeting of the JCC. A minimum of three unions must be represented for any JCC meeting.

- 5.4. Each side shall confirm the names of its representatives on an annual basis and inform the other of any changes prior to any meeting.
- 5.5. Each side shall make every effort to send its confirmed representatives to each meeting but substitution will be permitted on both sides where it cannot be avoided.
- 5.6. Each side will be entitled to have adviser(s) in attendance who will have speaking rights. Except in the case of special meetings each side shall give a minimum of seven days' notice to the other side of its wish to invite such adviser(s) to the meeting.
- 5.7. The Chairperson for each meeting of the JCC shall be the Chief Executive Officer of the Trust or, in his absence, a senior representative of the Trust.
- 5.8. The two sides shall each appoint a secretary who will be responsible for convening meetings, preparing agenda in consultation with both sides, and taking and circulating minutes. Draft minutes shall be subject to the agreement of the joint secretaries before being forwarded to the Academy Headteachers.
- 5.9. The quorum for all meetings shall be two members of the Trust side and three unions must be represented.
- 5.10. 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. The agreed minutes of all meetings shall be submitted by the Trust to the Board of Trustees and to Academy Headteachers / Principals for information.

6. STATUS OF RESOLUTIONS

- 6.1 Resolutions of the JCC shall not be binding on either side but shall be recommendations only to the respective parties (the Trust and the Union).

APPENDIX 2

PROCESS FOR REVIEW OF POLICIES

1. INTERNAL TRUST PROCESS

- 1.1 The Trust will send the draft policy to Academies for consultation and will allow four to six weeks for consultation
- 1.2 The Trust will consider responses from Academies before preparing a final draft.

2. NATIONAL PROCESS

- 2.1 A draft policy will be shared by the Trust with recognise trade unions at least one week prior to the policy review meeting where the policy is due to be discussed. A short note will accompany the document identifying the reason(s) for the proposed change. (Where the policy is a variation to one that has already been through the process described here the document will show track changes).
- 2.2 The first policy review meeting will start the consultation period lasting between 4 and 6 weeks. During that time each Union will consult their members for their views on the proposed changes.
- 2.3 A further meeting may take place during the consultation process to assess feedback and discuss potential changes.
- 2.4 A meeting will take place at the end of the consultation period to discuss policy changes and feedback gathered. Amendments agreed at the meeting will be made to the policy and the revised policy issued to Unions for information and to Academies for adoption and implementation following the meeting.
- 2.5 If at the end of the consultation period it has not been possible to reach agreement the Trust will need to consider the areas of disagreement and determine whether to proceed to adopt the proposed policy.