



The Enquire Learning Trust Trade Union Recognition Agreement

Date of Implementation: 24th October 2014

As agreed with:

NUT
NASUWT
ATL
GMB
UNISON
UNITE

Introduction

In accordance with 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 Local Authority control to academy status means that there is a need to clarify the specific working arrangements between the trade unions and the Enquire Learning Trust, particularly in respect of the consultation and negotiation and facility time for union representatives. The terms of this agreement which follow, clarify those arrangements.

Parties, Coverage and Definitions

1. The following trade unions are covered by this agreement:
Teacher unions (ATL, NASUWT and NUT)
Support and other professional staff unions (GMB, UNISON and UNITE)
2. This agreement applies to all staff groups as covered in point 1 above.
3. Throughout this agreement, the following definitions apply:
 - 'The Trust' means the governing body or other body responsible for the running of the Enquire Learning Trust and other persons or bodies having responsibility for the management of the multi-academy trust.
 - 'The Trade Unions' means to recognised trade unions as listed in point 1.

Principles and Objectives

4. 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.
5. This agreement is intended to promote and assist in the establishment of:
 - Jointly agreed pay and conditions of employment
 - Good practice with regards to matters of employment health and safety
 - Effective communication
 - Participation and involvement of staff
 - Effective and prompt resolution of issues and disputes
 - Equal opportunities in employment and;
 - Arrangements for discussing professional issues concerning teaching and learning (including issues relating to the curriculum, behaviour policy etc.)
6. The trade unions recognise that it is the Trust's responsibility to plan, organise and manage the delivery of education to the students in the Enquire Learning Trust.
7. In turn, the Trust recognises the trade unions right to represent and protect the interests of their members employed within the trust both individually and collectively.
8. The Trust believes that representative trade unions will help to ensure good employee relations. The Trust will inform all new employees of their right to join a trade union representative and would encourage all employees to become union members.
9. The Trust and the trade unions declare their commitment to maintaining good industrial relations and make every effort to resolve any difficulties which may arise and to ensure that this agreement is effective.

Trade Union Representatives

10. For the purposes of this agreement, the term 'trade union representatives' includes workplace representatives, health and safety representatives and learning representatives.
11. Trade union representatives will be appointed in accordance with the rules of the trade union concerned. The trade unions will inform the Trust of their union representatives in writing.
12. 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.
13. Trade union members shall be entitled to be represented by employed officials or local representatives of the trade union where required.
14. The Trust undertakes that no trade union representatives will suffer any disadvantage as a result of undertaking this role on behalf of the trade union.

Facilities for Trade Union Representatives and Members

15. The Trust agrees to provide appropriate facilities to trade union representatives and their members in order to enable them to discharge their duties effectively, and to facilitate the objectives of effective communication and consultation with employees and their representatives set out in this agreement.

Time Off With Pay for Trade Union Representatives

16. The Trust 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.
17. The Trust will permit trade union representatives time off within their normal timetabled working hours where necessary, in particular to prepare for and/or attend negotiations and related meetings or to consult with employed officials or local representatives of their union. Trade union representatives will provide as much notice as possible of the need for such time off.
18. The Trust and trade unions are committed to ensuring that trade union representatives receive appropriate training to allow them to discharge their duties. The trade unions will provide appropriate training to their representatives. The Trust will permit trade union representatives with reasonable time off with pay to attend relevant training courses run by their trade unions or by other appropriate bodies. Trade union representatives will give the Trust as much notice as possible of training events they are required to attend.
19. Trade union representatives must provide as much notice as possible when requesting time off for trade union duties. No request for reasonable time off will be refused by the Trust. When dealing with requests for time off, it is accepted by both parties that the line manager must first take account of the time requested and whether adequate cover for safety and the provision of educational services. Where it is not deemed possible to allow the time off, full reasoning will be provided to the trade union representative.
20. The Trust (and individual academies) will participate in arrangements within the local authority area with regard to time off with pay for employees who are local or national trade

union officers in order to permit time off with pay for trade union duties undertaken in that capacity.

Time Off Without Pay for Trade Union Representatives

21. The following trade union activities will be permitted without pay unless specifically agreed otherwise:

- To hold meetings with full time officials or branch/area/regional or national meetings of the union where the business of the union is under discussion
- Meetings of official policy making bodies such as the national executive or annual conference
- Workplace meetings to discuss and vote on the outcome of negotiations with the employer
- Voting in union elections.

The Trust expects assurance that facility time is not used for any activities related to lobbying for, planning or carrying out industrial action. There are no circumstances under which an employee can claim time off to take industrial action.

22. The Trust/individual academies will provide the following facilities to trade union representatives:

- Reasonable accommodation to hold meetings and interview members in a confidential manner.
- Confidential access to and reasonable free use of telephone, fax, email, computing and photocopying facilities.
- Shared notice boards in staff rooms.
- All relevant documents, including those which provide information as to the structure and allocated 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

23. 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. 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.

24. The Trust will allow trade union members to hold and attend such meetings on their 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 to such meetings.

Transparency of Trade Union Facilities Time

25. From 2014 the Department for Education will ask all local authorities and academies to provide separate information about trade union facility time spending as part of the regular financial returns to Government. As such, the Trust (and its individual academies) will seek to maintain a record of the total hours spent under agreed headings on trade union duties. Trade union representatives will assist in the maintenance of this record.

Disciplinary Action Involving Trade Union Representatives

26. 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

27. The Trust will provide 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 Trust and the trade unions agree to set up a Joint Consultative and Negotiation Committee (JCNC) consisting of representatives from both the trade unions and the Trust. The aim of the JCNC will be 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
 - Negotiation and agreement on the issues listed below for consideration by the JCNC
29. Before implementing any changes in employment procedures and working and organisational arrangements, the Trust will undertake consultation and negotiation with the trade union representatives through the JCNC.
30. The following matters shall, in particular but not exclusively, be considered by the JCNC:
- Negotiating machinery and procedures
 - Terms and conditions of employment
 - 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
 - Equal opportunities matters
31. In regard to these items, the Trust will employ all staff on the national terms and conditions for school teachers and support staff.
32. The Trust and the trade unions agree that any dispute on interpretation of this agreement or any other matter will initially be referred to the JCNC.
33. The constitution and procedural agreement governing the JCNC is attached as an Annex.

Failure to Agree

34. The Trust and trade unions agree that it is in the interest of all parties that consultation and negotiations are carried out expeditiously and with the aim of reaching an agreed settlement.
35. If the Trust and the trade unions cannot reach an agreement, the matter may be referred to ACAS in order to seek resolution to the issue. Either party may determine that a matter is referred to ACAS for conciliation but both parties should subsequently agree.
36. While these procedures are being followed, the Trust will honour the status quo ante.

Commencement, Review and Variation

37. This agreement comes in to effect on the 24th October 2014.
38. The provisions of this agreement may be reviewed at the request of either the trade unions or the Trust, or varied at any time by mutual agreement of all parties.
39. 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 Trust or from the trade unions acting jointly. In the latter circumstance, either side will be entitled to place the matter up for discussion upon the agenda of a meeting of the JCNC. Any individual trade union may withdraw from this agreement through 12 months' notice of withdrawal.

ANNEX - Constitution for the Joint Consultation and Negotiation Committee (JCNC)

Title

1. The Committee shall be known as the Joint Consultation and Negotiation Committee or JCNC.

Purpose of the Committee

2. The Committee has been established in support of the Principle and Objectives listed in the TU Facilities Agreement above, and in order to consult and negotiate on the matters listed in the Agreement and other appropriate matters.

Representation at Meetings

3. The composition of the Trust's side is the prerogative of the Trust, but there will be an expectation that there will be regular attendance by the appropriate Senior Trust officials.

4. Negotiation and consultation 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 in full to the JCNC.

5. The membership of each side shall be determined annually. Each side shall inform the other side promptly of any changes to representation.

6. Substitute representatives shall be permitted on both sides where necessary but each shall seek to ensure that where possible it's nominated representatives attend all meetings.

7. Each side shall be entitled to be accompanied by an adviser with speaking rights.

Meetings

8. 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, draft minutes etc.

9. Meetings shall be held once per term. The date and agreed agenda will be sent to members 10 days prior to the meeting. The agenda shall list the items for discussion but will also allow for urgent business to be discussed. Any additional items should be agreed at the beginning of the meeting by both sides.

10. Special meetings will be held where either the Trust or the trade unions submit a request in writing to the other side. The date and agenda for special meetings shall be sent no later than 5 working days after the request was submitted, and the meeting shall take place no later than 15 days after the request is submitted.

11. Each side shall be entitled to attend a pre-meeting in order to discuss the business on the agenda.

12. The quorum for meetings, where possible, shall be 4 members of the Trust side and 4 members of the trade union side.

13. Administrative support to the JCNC will be provided by the Trust. The draft minutes of all meetings will be circulated to both secretaries for agreement no later than ten working days after the meeting. The agreed minutes of all meetings will be submitted to the Board of Trustees for information.