

Woodard Academies Trust Trade Union Recognition Agreement

1 Introduction

1.1 Woodard Academies Trust (“the Trust”) is the employer of all staff transferred to or recruited by the schools under its ownership and management. This agreement is intended to provide a framework for discussing such contractual matters and employment policies in respect those teaching and support staff for whom the Trust is the employer. Its purpose is to establish collective bargaining between the Trust and its recognised trade unions and acceptable arrangements for consultation at the Academy and Trust levels. 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 communications.
- Participation and involvement of staff.
- Effective and prompt resolution of issues and disputes.
- Equal opportunities in employment.

1.2 The Trust and its Academy senior leadership teams will seek to work in harmony with its staff and their unions and aim for achieving good industrial relations based on good relationships and clear consultation systems and procedures. The Trust will provide its recognised trade unions with appropriate information on financial and organisational issues in order to allow meaningful consultation (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 case of genuine commercial confidentiality.

1.3 The Trust intends to employ all its academy-based staff on terms and conditions of employment that are equitable and broadly aiming towards improvement. Staff transferring to a Woodard Academy will do so retaining their pre-existing terms and conditions. Any new appointments in academies will be made on the same term and conditions until and unless any proposals to amend those terms and conditions have been the subject of consultation and negotiation under the terms of this agreement.

2 Scope of this agreement

2.1 Matters for negotiation likely to fall under the terms of this agreement are:

- Pay (including grading) & pensions
- Conditions of service
- Staff Discipline, Capability, Dismissal and Grievance Procedures
- Revisions to and renewal of this procedural agreement
- Revisions to the Trade Union Facilities which fall under this agreement (See Annex 1).

- 2.2 The Committee will also discuss management plans and proposals on HR management issues affecting staff and such other issues as are considered relevant. These will include matters relating to:
- Business and organisation development
 - Staffing matters
 - Health, safety and welfare
 - Training and development
 - Equal opportunities
 - Professional and educational issues.

This list is not exhaustive but is intended to portray the range of subject matter that normally comes within the purview of this WJNCC.

- 2.3 Where appropriate, the WJNCC may from time to time agree that meetings should be organised at Trust-wide level for similar purposes of information and consultation and involving appropriate trade union representatives, academy managers and representatives of the Trust. In particular, the Committee will undertake any statutory consultations in respect of redundancies involving more than one Woodard academy or staff transfers in or out of the Trust.

- 2.4 The Trust recognises the following trade unions for individual and collective representation, consultation and negotiation purposes:
- Teachers unions (ATL, NASUWT, NUT, NAHT, ASCL)
 - Unions representing support and other professional school staff (GMB, UNISON and Unite).

- 2.5 At national level, the Trust will be represented by:
- Two Trustees
 - The HR Director.

- 2.6 For collective consultation at academy level, the Trust will be represented by the Principal or nominated member of the Senior Leadership Team.

- 2.7 The Academy and trade unions agree that any dispute or interpretation of this agreement or any other matter will be referred initially to the WJNCC (see paragraph 4 below) for resolution.

- 2.8 Neither the Trust nor its Academy management will take disciplinary action against a trade union representative until an employed official of that trade union has been consulted.

3 Trade Union Representatives at Academy level

- 3.1 The Trust and its recognised trade unions agree to set up Academy Consultation Groups (ACG) consisting of representatives of both sides to undertake the following functions:
- The provision and sharing of information by the trade unions and the Trust or individual Academy.

- Consultation on employment procedures and working and organisational arrangements.
- Statutory consultation on redundancies or reorganisations within the academy.

3.2 The ACGs will be bound by the provisions, policies and procedures agreed by the WJNCC but will consider the implementation and monitoring of those procedures in each Academy and the exercise of local discretion on employment matters provided for in them. Any difficulties over the interpretation of national provisions or the scope of local decision making will where necessary be referred to the WJNCC.

3.3 The names of those appointed as local lay representatives within an Academy must be notified to the Trust by the appointed officers of the Staff Side or the union Head office **within 10 working days of the election or nomination.**

3.4 The normal line of communication between local lay union representatives and the Trust will be through the offices of the Principal.

For the purposes of this agreement, the term “trade union representatives” includes workplace representatives, health and safety representatives and learning representatives.

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

3.6 The numbers of trade union representatives appointed in any one Academy 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, and not normally more than one per union recognised. The Academy leadership team will not normally decline to recognise appointed trade union representatives and will discuss with the Trust any concerns they may have about a nomination.

3.7 Trade union members shall be entitled to be represented by employed officials of the trade union, where the trade union considers this to be necessary in the circumstances.

4 Academy Workforce Information and Consultation

4.1 The Principal of each Academy will call a meeting of all workers engaged in work for the Academy *at least twice per year* or as necessary to disseminate information about matters of business development or policy that may affect the work undertaken at the Academy. These meetings may coincide with planned staff meetings, but must include all workers at the Academy. Intended to inform and provide a mechanism for group consultation, they may be supplemented by newsletters or other communications at any time.

4.2 Any issues of corporate concern, affecting the whole of the Woodard Trust community, should be passed through lines of management or the relevant trade union representatives to the WJNCC for discussion at its next meeting.

4.3 Staff in all Academies will be kept informed of the progress of all issues discussed at the WJNCC.

5 Membership of the Woodard Joint Negotiating and Consultation Committee (WJNCC)

5.1 Each participating trade union will appoint one standing “national” representative for WJNCC service. Together they will constitute the “Staff Side” of the WJNCC. The representatives will normally be a paid official or national officer of the particular union, but may also be a lay representative from amongst the Trust’s workforce, properly elected through the unions’ normal processes. Each change of representation will be notified by the particular Union Head Office to the Trust’s Head Office in writing or by email. National representatives will be expected to serve for at least one year.

5.2 Each representative so appointed can nominate a substitute on a meeting by meeting basis. The Trust’s Head Office should be notified of such substitution in writing or by email no later than 3 working days before each meeting. The substitute may be an employee of the union, national officer or a properly elected lay representative from amongst the Trust’s workforce.

5.3 The appointed representatives to serve on the WJNCC are as follows:

Management (Standing Side)	Staff (Annually Appointed Side)				
<table border="1"> <tr> <td data-bbox="263 1272 708 1312">HR Director (Chair)</td> </tr> <tr> <td data-bbox="263 1319 708 1359">Up to two Trustees</td> </tr> <tr> <td data-bbox="263 1366 708 1433">Strategic HR Business Partner (in attendance)</td> </tr> </table>	HR Director (Chair)	Up to two Trustees	Strategic HR Business Partner (in attendance)	One FTO or national representative from each of:	
	HR Director (Chair)				
	Up to two Trustees				
	Strategic HR Business Partner (in attendance)				
	NUT	NASUWT			
ATL	ACSL				
NAHT	Unite				
GMB	Unison				

5.4 For specific items under discussion and identified on the agenda, either side may wish to be accompanied by a technical adviser of their collective choice. Each side will notify the other of this likelihood at least 3 days before a meeting is scheduled to take place.

5.5 One of the appointed union representatives will be elected Staff Side Secretary, in accordance with trade union side rules, from amongst their number. This office-holder, whose name will be notified to the HR Director on an annual basis following appointment (in August), will act as the staff side contact for all communications between the parties.

5.6 The HR Director will act as Management Side Secretary, allowing for the fact that she/he may delegate tasks to named Head Office staff.

6 Procedure for the WJNCC

- 6.1 Meetings of the WJNCC will normally be held at least twice a year at a suitable location for the formal opening or closure of negotiations on terms and conditions of employment. More frequent meetings may be called as necessary. Meetings can be called by the Management or the Staff Side subject to reasonable notice, normally **at least 10 working days** by notification to the HR Director.
- 6.2 The WJNCC will act as a single table for all matters of business *other than* pay structure, performance-related pay or other major variations of interest between the two main staff groups of teaching and other professional support. The WJNCC will consider such issues as have been mutually agreed to be the subject of national negotiations, and any principles agreed in the national framework shall not be considered by the local joint committees.
- 6.3 Each Woodard Academy will be bound by the provisions, policies and procedures agreed by the national joint committee but the Academy management together with the local trade union representatives will consider the exercise of local discretion on employment matters where this is provided for.
- 6.4 Any difficulties at Academy level over the interpretation of national provisions or the scope for local decision making will where necessary be referred to the national joint committee for consideration and resolution.
- 6.5 On pay or other section-related issues, the WJNCC will be capable of establishing sub-committees related to the two different key staff groups as necessary. The Management Side, or any standing union representative, may bring along in respect of a specific topic under discussion a specialist colleague as adviser to the group, whose particular expertise may be helpful to progress the discussion. These sub-committees will stand down as and when they are no longer required.
- 6.6 Items for agenda of the WJNCC or sub-committees should be submitted to the HR Director not later than **10 working days prior to the meeting**. All items on the agenda will be agreed by the Side Secretaries and they may agree to accept items of an urgent nature at shorter notice. Matters to be tabled must be drawn to the attention of the other sides' secretary prior to the meeting.
- 6.7 The Trust will notify all members of the WJNCC of the agenda items normally **5 working days prior to the meeting**.
- 6.8 Notes of each meeting to be taken and circulated prior to the following meeting with a view to them being agreed as a fair record.
- 6.9 The meetings will be clerked by a member of the Trust staff.

7 WJNCC Failure to Agree on Matters Subject to Negotiation

- 7.1 It is in the interests of all parties that any negotiations are carried out expeditiously and with the aim of reaching an agreed settlement.
- 7.2 If the WJNCC 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.
- 7.3 Whilst these procedures are being followed the Trust will honour the status quo ante.

8 Commencement, Review, Variation and Termination of this agreement

- 8.1 This agreement comes into effect on the following date: 22nd March 2012
- 8.2 The provisions of this agreement and its Annex(es) will be reviewed by the WJNCC every two years, no later than 3 months prior to expiry of current term.
- 8.3 The agreement itself may be terminated at any time by mutual agreement of all parties; or through 12 months’ notice of termination from Woodard Academies Trust, or from the representatives of recognised trade unions acting jointly. Where notice to terminate is so given, either side will be entitled to place the matter for discussion upon the agenda of a meeting of the WJNCC and subsequently to refer the matter to the ACAS for arbitration in order to seek resolution of the issue.
- 8.4 Any individual trade union may withdraw from this agreement by giving 12 months’ notice of withdrawal. Such withdrawal will apply to and terminate that unions’ engagement and representation of its members at both Trust and academy level.

Signatures (Note signatures show on scanned copy)

..... date
Woodard Trust

..... date
ASCL

..... date
NASUWT

..... date
ATL

..... date
NUT

..... date
GMB

..... date
UNISON

..... date
NAHT

..... date
Unite

ANNEX 1 – Facilities for Trade Union Representatives and Members

- 1** The Academy agrees to provide appropriate and reasonable facility time to trade union representatives and members in order to enable them to discharge trade union duties and undertake trade union activity and to facilitate the objectives of effective communication and consultation with employees and their representatives set out earlier in this agreement.
- 2** Woodard Academies Trust will participate in arrangements within the local authority area with regard to time off with pay for any employees who are elected as local or national trade union officers in order to permit time off with pay for trade union duties undertaken in that capacity on the understanding that reimbursement to the Academy for paid time off will be available from the relevant local facility time fund.

Time off with pay for trade union representatives

- 3** The Academy will permit trade union representatives reasonable time off with pay during their normal working hours (including release from timetabled teaching and learning support in classroom) for the purpose of carrying out trade union duties.
- 4** The Academy will permit trade union representatives time off with pay within their normal timetabled working hours (including release from timetabled teaching and learning support in classroom) where necessary, in particular to prepare for and / or attend meetings at which their members interests are directly represented or to consult with employed officials of their union. Trade union representatives will give as much notice as possible of the need for such time off.
- 5** In relation to the statutory right to unpaid time off for trade union activities, the Trust will allow employees who are nominated and selected to represent their trade union members to attend the regional and national annual conferences of their trade unions.
- 6** The Trust and its Academies will make every effort to ensure that all meetings convened by the employer and involving trade union representatives take place within their normal working hours.
- 7** The Trust and its recognised 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 Academy 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. Such permission should be sought in advance and in good time to allow the Academy to make any necessary arrangements for work to covered.

Other facilities for trade union representatives

- 8** The Trust and its Academies 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, fax and email facilities and computing and photocopying facilities.
- Reasonable access to administrative and secretarial services.
- Secure office / storage space.
- Individual notice boards in all staff rooms.
- Space on the Academy intranet.

Trade union meetings

- 9** The Academy 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 Academy Principal. The Academy 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.
- 10** The Academy 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 Academy when seeking consent for such meetings. The Academy will not unreasonably withhold consent to such meetings.

Contributing to pooled Facility Time Funds

- 11** The Trust agrees in principle that its academies will contribute to pooled facility time funding arrangements operated by local authorities or other local groups. Where pooled funds exist, the Trust will contribute to these funds for their academies on the basis of the formula provided.

Where such arrangements do not exist in a local authority or area, or a significant number of schools and academies do not participate in such arrangements Woodard Academies Trust and the WJNCC will discuss the matter on a case by case basis.

Revisions agreed by WJNCC at meeting on 30.9.14. It was agreed that signatures would be carried forward from March 2012.

Next Review Date: March 2016

parties may subsequently agree, where necessary, that a matter is referred to ACAS for arbitration.

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

8. Commencement, Review, Variation and Termination of this agreement

8.1 This agreement comes into effect on the following date:

8.2 The provisions of this agreement and its Annex(es) will be reviewed by the WJNCC every two years, no later than 3 months prior to expiry of the current term.


8.3 The agreement itself may be terminated at any time by mutual agreement of all parties; or through 12 months' notice of termination from the Woodard Academies Trust, or from the representatives of recognised trade unions acting jointly. Where notice to terminate is so given, either side will be entitled to place the matter for discussion upon the agenda of a meeting of the WJNCC and subsequently to refer the matter to the ACAS for arbitration in order to seek resolution of the issue.

8.4 Any individual trade union may withdraw from this agreement by giving 12 months' notice of withdrawal. Such withdrawal will apply to and terminate that union's engagement and representation of its members at both Trust and academy level.

Signatures


..... date 22/03/2012

Woodard Trust


..... date 7/3/2012


ASCL


..... date 8/3/12


NASUWT


..... date 7/3/2012

ATL


..... date 12/3/12


NUT


..... date 12/3/2012

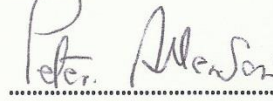
GMB


..... date 12/3/12

UNISON


..... date 7/3/12

NAHT


..... date 14.3.12

Unite