



# **Trade Union Recognition and Facilities Agreement**

# Consultation and Negotiation

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## **1 Parties, Coverage and Definitions**

1.1 The following trade unions are covered by this agreement:

- the teacher unions ASCL, NAHT, NASUWT and NEU and the unions representing support and other professional school staff GMB, UNISON and Unite.

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

- teaching staff (ASCL, NAHT, NASUWT and NEU);
- support and other professional school staff (GMB, UNISON and Unite).

1.3 Throughout this agreement, the following definitions apply:

- “The Trust” means the Reach South Academy Trust and any persons or bodies having responsibility for the management of the Trust and its Academies;
- “The trade unions” means the recognised trade unions as listed above;
- “The Academy” means any individual Academy within the Trust and any persons or bodies having responsibility for the management of individual Academies.

1.3 Reach South Academy Trust is Reach South Academy Trust is a charitable company limited by guarantee in England and Wales, Company number 10151730. Registered Address: c/o UTC Plymouth, Park Avenue, Plymouth PL1 4RL.

## **2 Principles and Objectives**

2.1 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.

2.2 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 communication;
- participation and involvement of staff;
- effective and prompt resolution of issues and disputes;
- equal opportunities in employment; and
- arrangements for discussion of professional issues concerning teaching and learning, including issues relating to the curriculum, behaviour policy, etc.

2.3 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.

2.4 In turn, the Trust recognises the trade unions’ right to represent and protect the interests of their members employed in its Academies both individually and collectively.

- 2.5 The Trust believes that representative trade unions help ensure good employee relations. The Trust will encourage employees to become union members, and will inform new appointees of their right to join a trade union. The Trust will provide the trade unions with the names and work locations of new appointees on request and subject to the appointee having the right to object to such provision.
- 2.6 The Trust and the trade unions declare their commitment to maintaining good employee relations and agree to make every effort to resolve any difficulties which may arise and to ensure that this agreement is effective.
- 2.7 The Trust will provide the trade unions, upon request, with the names, locations and roles of newly appointed staff. Similar details will be provided for student teachers and trainees working within the Trust.

### **3 Trade Union Representatives**

- 3.1 For the purposes of this agreement, the term 'trade union representatives' includes workplace representatives, health and safety representatives and learning representatives.
- 3.2 Trade union representatives will be appointed/elected in accordance with the rules of the individual trade unions concerned. The trade unions will inform the Trust in writing of the names of their appointed representatives.
- 3.3 The number of trade union representatives appointed/elected 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.
- 3.4 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. Whether that official is employed by the union or locally elected is a matter for the trade union.
- 3.5 The Trust undertakes that no trade union representatives will suffer any disadvantage as a result of undertaking this role on behalf of trade union members.
- 3.6 The Trust will encourage each of its constituent workplaces to establish JNCC arrangements for the consideration of issues specific to the individual workplace.

### **4 Facilities for Trade Union Representatives and Members**

- 4.1 The Trust recognises its statutory obligations with regard to facilities for trade union representatives and members, including the right to reasonable time off with pay for trade union representatives to undertake trade union duties. 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.
- 4.2 The Trust will make arrangements for the deduction and transfer of union subscriptions through payroll if possible for any recognised union that chooses to collect subscriptions by this method.

### ***Time off with pay for trade union representatives***

- 4.3 The Trust will permit trade union representatives reasonable time off with pay within their normal timetabled working hours (including release from timetabled teaching and learning support in the classroom) for the purpose of carrying out trade union duties. In certain circumstances, it is recognised that the granting of time off may be refused because of the exigencies of the service. The grounds of refusal by the Academy will be made clear, and indicated in writing to the trade union representatives and the parties should endeavour to agree an alternative time and/or date as soon as reasonably practicable.
- 4.4 The Trust will also permit trade union representatives reasonable time off with pay within their normal timetabled working hours (including release from timetabled teaching and learning support in the classroom) where necessary, in particular to prepare for and/or attend meetings or to consult with employed officials or local representatives of their union. Trade union representatives will give as much notice as possible of the need for such time off.
- 4.5 The Trust will seek to ensure that all meetings convened by the Academy and involving trade union representatives take place within their normal working hours wherever practicable.
- 4.6 The Academy Trust will<sup>1\*</sup> 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.
- 4.7 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 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 and no reasonable request will be denied. The Trust recognises the difficulties in staff attending union meetings outside of normal working times, so each recognised union will have the option to hold one routine meeting per academic year during usual working time with the group of members they represent.
- 4.8 Any union taking up this option would be required to liaise with the Head Teacher of the particular school well in advance and this would need to be carefully planned to ensure it did not have a detrimental effect on the running of the school. It is important to note that this is referring to routine meetings that are requested by the union rather than the school, and does not apply to consultation meetings or meetings called by the Head Teacher in work time. The routine annual union meetings should be held within a reasonable length of time/duration unless in the case of extraordinary meetings that may occur.

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<sup>1</sup> For reasons beyond its control, where it is impossible to enter in to a pooled arrangement, Reach South Academy Trust will bring the matter back to its recognised Trades Unions for consultation and resolution.

## ***Facilities***

4.9 The following facilities will be provided for Trade Union officers and representatives to carry out Trade Union duties and activities:

- Use of accommodation for meetings (subject to agreement with the Academy Principal or, in the case of the Reach South central office, the appropriate Reach South Manager) and to interview members in a confidential manner;
- Confidential access to telephone, e-mail and internet.
- Appropriate use of Reach South email system and internal mail system. Any such usage should be in accordance with Reach South e-Safety Policy and the Code of Practice for Computer and Telephone Users.
- The deduction of Trade Union membership fees at source where requested.
- Secure accessible notice board facilities on Academy sites. The management of such notice boards will be the responsibility of the Trade Unions. No notices may be elsewhere on Reach South premises without prior consent of management.
- Full access to Reach South policies, procedures and documents relating to terms and conditions of service of staff they represent, via the intranet or hard copy, on request.
- Secure storage in which to keep Trade Union related documentation (subject to negotiation with the Academy Headteacher or appropriate Reach South Manager)
- Access to PC, photocopying facilities and reasonable access to administrative and secretarial services will be granted, subject to discussion with the relevant manager

## ***Trade union meetings***

4.10 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 Academy. 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.

4.11 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 Academy when seeking consent for such meetings. The Trust will not unreasonably withhold such consent to such meetings.

### ***Time off for trade union activities***

- 4.12 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 conference. 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.
- 4.13 The Trust will, where reasonably practicable, seek to ensure that all meetings convened by the Trust or schools, involving trade union representatives take place within their normal working hours.
- 4.14 The Trust and 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 for their representatives. The Trust will permit trade union representatives reasonable time off with pay to attend relevant training course run by their trade union or by other appropriate bodies.

### ***Disciplinary action involving trade union representatives***

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

## **5 Joint Consultation and Negotiation**

- 5.1 The Trust and its Academies 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 respect the confidentiality of the information provided by the Academy and treat information with sensitivity.
- 5.2 The Trust and the trade unions agree to set up arrangements at both national and local level and involving representatives of both sides to undertake the following functions:
- the provision and sharing of information by the trade unions and the Trust;
  - consultations on employment procedures and working and organisational arrangements;
  - negotiation and agreement on the issues listed below.
- 5.3 Before implementing any changes in employment procedures and working and organisational arrangements, the Trust will undertake consultation and negotiation where appropriate with trade union representatives through the national arrangements (to be known as the Joint Negotiating and Consultative Committee or JNCC) or the local arrangements as appropriate.

5.4 The following matters shall, in particular but not exclusively, be considered by the JNCC at national level:

- negotiating machinery and procedures;
- Collective Bargaining;
- terms and conditions of employment;
- pay structures;
- 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, behaviour policy, etc;
- equal opportunities matters.

5.5 In regard to these items, the Trust employs staff on the terms and conditions under which they were employed when they transferred their employment to the Trust under the TUPE regulations. All new starters in the Trust will be employed on national terms and conditions of services. Should this be subject to change, the Trust undertakes to enter into full consultation and negotiation with the National JNCC.

5.6 The JNCC will consider those issues, which have been mutually agreed to be the subject of national negotiation and consultation. Any principles agreed in the national framework shall not be reconsidered in the local arrangements. Each Academy will be bound by the provisions, policies and procedures agreed by the JNCC.

5.7 The local arrangements will include regular meetings between the Headteacher and trade union representatives at each Academy in order to foster good relations and effective working and to consider the exercise of local discretion on employment matters, where this is provided for by the JNCC at national level, and other matters affecting employees in the Academy.

5.8 The Trust and the trade unions agree that any dispute on interpretation of this agreement or any other matter including any difficulties at Academy level will be referred initially to the JNCC for resolution.

5.9 The constitution and procedural agreement governing the JNCC is attached to this agreement as an Annex.

## **6 Failure to Agree**

6.1 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. However, all parties to this agreement jointly acknowledge that it is not always possible to reach agreement on every issue and as such section 38 should then apply.

6.2 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.

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

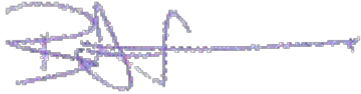
## **7 Commencement, Review and Variation**

- 7.1 This agreement comes into effect on the following date: 1 May 2020.
- 7.2 The provisions of this agreement may be reviewed at the request of either side or varied at any time by mutual agreement of all parties following discussion as an agenda item at a quorate meeting of the JNCC.
- 7.3 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 JNCC; 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 JNCC and subsequently to refer the matter to ACAS in order to seek resolution of the issue. Any individual trade union may withdraw from this agreement through 12 months' notice of withdrawal.

# SIGNATURES

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**Reach South Academy Trust**

Date .....



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**NAHT - National Association of Headteachers**

Date 29<sup>th</sup> May 2020

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**NASUWT - The Teachers' Union**

Date .....

.....  
**National Education Union (NEU)**

Date .....

.....  
**ASCL**

Date .....

.....  
**Unison**

Date .....

.....  
**GMB**

Date .....

## **ANNEX 1**

### **Constitution for the National Joint Negotiating and Consultative Committee (JNCC)**

#### **1 Title**

The Committee shall be known as the National Joint Negotiating and Consultative Committee or National JNCC.

#### **2 Purpose of Committee**

The Committee has been established in support of the Principles and Objectives listed in Section 2 of the Recognition Agreement; and in order to consult and negotiate on the matters listed in Section 5 of that Agreement and other appropriate matters.

#### **3 Representation at Meetings**

- 3.1 The composition of the Trust Side is the prerogative of the Trust Board but there will be an expectation that there will be regular attendance by the appropriate senior Trust officials at all JNCC meetings.
- 3.2 Consultation and negotiation where appropriate will take place through the JNCC. 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 to the full JNCC.
- 3.3 The membership of each side shall be determined annually. Each side shall inform the other side promptly of any changes in representation.
- 3.4 Substitute representatives shall be permitted on both sides where necessary but each side shall seek to ensure that its nominated representatives attend all meetings.
- 3.5 Each side shall be entitled to be accompanied by an adviser with speaking rights.
- 3.6 The office of Chair shall alternate at each meeting between the Trust and Union sides.

#### **4 Meetings**

- 4.1 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 and draft minutes, issuing invitations and agenda to members etc.
- 4.2 Meetings shall be held at least termly. 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 sides.
- 4.3 Special meetings shall be held where either the Trust or Union side submits a request in writing to the other side. 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.