

**EACT**

**Trade Union Recognition  
Agreement**

**2009**

# **Edutrust Academies Charitable Trust (EACT)**

## **Trade Union Recognition Agreement**

### **Introduction**

This agreement between Edutrust Academies Charitable Trust (EACT) and the signatory trade unions establishes machinery to consult and negotiate with staff through the recognised trade unions. EACT recognise the joint unions as the body representing staff for the purposes of informing and consulting the workforce.

This agreement covers union recognition and machinery for consultation and negotiation on the terms and conditions of employment for staff .

The parties pledge themselves to negotiate constructively with a view to reaching joint agreements which are acceptable to their respective constituents.

The signatories to this agreement share, as their guiding principle, the need to ensure an environment which seeks to promote education of the highest quality. To this end the signatories endorse the following objectives:

- Harmonious working relationships;
- Jointly agreed pay and conditions of employment
- Good industrial relations and the fair treatment of staff;
- Commitment to equality of opportunity;
- Commitment to quality;
- Avoidance of disputes;
- The ability of EACT to compete in the market place;
- The ability for academies to be managed in an effective manner; and
- The effective use of funding.
- The proper application of TUPE

EACT recognises the trade unions' right to represent and protect the interests of their members employed in each EACT Academy.

### **Recognition**

The following unions are recognised nationally for the purpose set out in the paragraph above.

#### **For teachers:**

- Association of School and College Leaders
- Association of Teachers and Lecturers
- National Association of Head Teachers
- National Association of Schoolmasters Union of Women Teachers
- National Unions of Teachers

### **For support staff:**

- GMB
- Unison
- Unite

## **Structure for Consultation and Negotiation**

Within EACT consultation and negotiation will take place at two levels.

At a national level consultation and negotiation on terms and conditions issues will take place through the National Joint Council (NJC). Such meetings will normally take place once per term. Sub groups may meet as appropriate to discuss details of proposed changes to terms and conditions which only affect teachers or support staff. Such sub groups will only be formed by joint agreement and will report back to the full NJC.

At Academy level consultation and negotiation will take place through an Academy Joint Council. The right to representation on the Academy JC will mirror representation on the national body. Meeting arrangements and the conduct of business by the Academy JC will be agreed and determined by the Academy JC. Normally, such meetings will take place once per term. Each academy will be bound by the national terms and conditions agreed by the NJC but the Academy JC will be responsible for discussions on the application of local discretion on employment provisions.

## **Consultation and Negotiation at National Level**

The nationally recognised unions and EACT will negotiate nationally at the JNC on a pay and conditions framework and on any other issues that the parties mutually agree from time to time should be the subject of national negotiations.

The parties pledge themselves to negotiate constructively with a view to reaching joint agreements which are acceptable to their respective organisations.

The parties agree that EACT will employ all staff on the appropriate national pay and conditions frameworks. These are currently the STPCD and Burgundy Book agreement for school teachers and the NJC Green Book agreement for support staff. EACT will not move away from these arrangements without consultation and agreement.

The following matters shall be the subject of negotiation and consultation between the recognised unions and EACT:

- pay, including pay structure
- terms and conditions of employment, including hours, holiday, sickness and other benefits;
- disciplinary, capability and grievance procedures;
- redundancy and redeployment;
- health, safety and welfare;
- professional duties;

- working time;
- performance management and review arrangements;
- training and Continuing Professional Development;
- equal opportunities policies;
- pensions;
- recruitment;
- new technology
- working practices, new equipment and techniques
- staff amenities
- reorganisation of staff and relocation
- negotiating machinery and procedures;
- employment policies and procedures;
- operational issues affecting the deployment, security and prospects of staff;
- any other item which both sides agree to refer.

This is against the backdrop of the national pay and conditions frameworks which will be the mechanism for agreeing the minimum pay arrangements adopted by EACT.

### **Operation of the Agreement**

The operation of this agreement will be kept under review by both sides in order that consideration can be given to the need for any change in the light of experience. Either EACT or the signatory unions may give six months notice of their intention to withdraw from the agreement.

# **National Joint Council for Staff in EACT Academies Constitution**

## **Title**

The body shall be known as the National Joint Council for Staff in EACT Academies (NJC).

## **Scope**

The functions of the NJC are specified under the 'National Negotiations' section of this agreement and shall relate to all staff employed by EACT.

## **Membership**

The EACT representatives shall normally be the Chief Executive or his deputy and the Director of HR, although alternates may be deputed from time to time.

The following trade unions shall represent staff:

### **For teachers:**

- Association of School and College Leaders
- Association of Teachers and Lecturers
- National Association of Head Teachers
- National Association of Schoolmasters Union of Women Teachers
- National Unions of Teachers

### **For support staff:**

- GMB
- Unison
- Unite

If any organisation referred to in paragraph above fails to appoint representatives, this shall not invalidate the decisions of the NJC.

In the event of any organisation's representative being unable to attend any meeting of the NJC or its committees, that organisation shall be entitled to appoint another representative to attend in his or her place.

## **Functions**

The NJC and its committees will as set out in the 'National Negotiations' section of this agreement negotiate nationally on the pay and conditions framework and on other issues that the parties mutually agree from time to time should be the subject of national negotiations.

The parties pledge themselves to negotiate constructively with a view to reaching joint agreements which are acceptable to their respective organisations.

Agreements within the NJC shall be communicated to the EACT board and to constituent organisations for ratification. The parties are committed to seeking maximum support and adherence to such agreements once ratified.

## **Information**

EACT undertakes to supply the recognised unions with the necessary information for them to carry out effective consultation and negotiations. This shall include the organisation's employment policies and procedures and proposed amendments and additions.

## **Consultation**

To have proper consultation with staff to enable feedback and discussion before decisions are taken concerning matters directly affecting the interests of the staff. EACT will additionally consult on the current situation, structure and probable development of employment in the organisation, especially any threat to employment, and on any changes in work organisation or contractual relations in sufficient time to allow full and meaningful consultation to take place before such changes.

## **Procedure**

### **Committees and Sub-Committees**

The NJC will operate through one committee. Sub groups may meet as appropriate to discuss details of proposed changes to terms and conditions which only affect teachers or support staff. Such sub groups will only be formed by joint agreement and will report back to the national NJC.

### **Co-opted Members**

The NJC may co-opt or allow any sub group to co-opt such persons with special knowledge, not being members of the NJC, as may serve the particular interest of the NJC or its committees provided that person so co-opted serves only in a consultative and non-voting capacity.

### **Chair**

The NJC will be Chaired by a representative of EACT. Wherever possible it will be the Chief Executive or Director of HR chairing the meetings.

### **Officers**

EACT and the trade unions will each elect Joint Secretaries for the NJC and for any sub-groups of the NJC. It will be for each side to determine the Secretary for their side.

### **Meetings**

Ordinary meetings of the NJC will take place as often as may be necessary as agreed in discussion between the parties, but at least once a term.

Special meetings may be called by the Chair, either on behalf of EACT or in response to a formal request from NJC members representing at least two unions on the staff side. The request for a special meeting and the notice summoning the meeting shall state the nature of the business proposed to be transacted thereat, and no other matters shall be discussed. Such special meetings shall only be called in very exceptional circumstances where the nature of the business fully justifies such a meeting. The meeting shall take place within 15 working days of the requisition by the Chair.

The date of the meeting and the agenda will be agreed jointly following consultation with all constituents in advance by the Joint Secretaries.

### **Notice of Meetings**

Agenda items will be agreed by the Joint Secretaries at least 10 working days before the meeting. All notices of meetings of the NJC and any committees thereof shall normally be sent to the respective members at least 5 working days before the date of the meeting. Such notices will contain the agenda and any supporting papers and the time for the start of the meeting and its anticipated duration.

### **Funding**

The costs associated with hosting the meetings will be met by EACT. The travelling and other incidental expenses incurred by NJC members will be borne by the organisations of the respective members.

### **Reports and Minutes**

The Joint Secretaries shall circulate a copy of the draft minutes of the proceedings for all meetings within 10 working days after the meeting. Such minutes shall be subject to approval by the NJC at its next meeting.

### **Amendments to the Constitution**

The Constitution shall be amended only with the assent of both sides of the NJC.

### **Decision-Making**

The aim of each meeting of the NJC is to reach agreement on the issue(s) under consideration.

Both sides will be invited to confirm their agreement to the proposed outcome. Only where both sides are in agreement, will a decision be communicated to the EACT Board and trade unions recommending ratification and implementation.

When despite all best efforts agreement cannot be reached then the assistance of ACAS may be sought to provide conciliation and/or arbitration. Either party may determine that a matter is referred to ACAS for conciliation. Both parties must agree, where necessary, that a matter

is referred to ACAS for arbitration. All parties shall give such assistance to ACAS as is necessary to enable it to carry out its work efficiently and effectively.



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

EACT agrees to provide appropriate facilities 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.

### **Trade Union Representatives**

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

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

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.

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.

EACT undertakes that no trade union representatives will suffer any disadvantage as a result of undertaking this role on behalf of trade union members.

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

EACT recognises the statutory right of trade union representatives to reasonable time off with pay for the purpose of carrying out trade union duties. EACT will not unreasonably withhold appropriate time off with pay, in particular time off for representatives to attend meetings convened by EACT; reasonable time off for representatives to prepare for and/or attend meetings or to consult with employed officials of their union; and reasonable time off for trade union representatives and members to attend annual conferences and other policy-making conferences of their trade unions as a delegate. Such time off with pay will normally be during normal academy operating hours, in the case of support staff union representatives through time off during their contractual working hours and in the case of teacher union representatives through release from timetabled teaching time. Trade union representatives will give as much notice as possible of the need for such time off.

EACT will seek to ensure that all meetings convened by EACT or the individual Academy and involving trade union representatives take place within normal academy operating hours and will where appropriate pay reasonable travel expenses for their attendance at such meetings.

EACT will seek to participate in arrangements within the local authority area with regard to time off with pay for any employees who are local or national trade union officers and will,

subject to the provision of adequate funding by the local authority, permit reasonable time off with pay for trade union duties undertaken in that capacity.

EACT 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. EACT 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.

### **Other facilities for trade union representatives**

EACT will provide the following facilities to trade union representatives:

- reasonable accommodation to hold meetings and to interview members in a confidential manner;
- reasonable access to and reasonable free use of telephone, fax and email facilities and computing and photocopying facilities;
- secure storage space;
- notice boards in all staff rooms;
- space on the academy intranet.

### **Trade union meetings**

EACT 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. EACT will not unreasonably 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.

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

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