
OASIS COMMUNITY LEARNING ACADEMIES

TRADE UNION RECOGNITION AGREEMENT

POLICY

- a) Oasis Community Learning (“Oasis”) and the signatory trade unions are committed to working well together with staff to consult and negotiate where appropriate about terms and conditions and other matters relevant to the employment of teaching and non-teaching staff within Oasis Academies nationally.
- b) Oasis will employ staff on the national terms and conditions for school teachers and support staff (the STPCD and Burgundy Book agreement and the NJC Green Book agreement) and will not move away from these arrangements without agreement. Oasis is committed to upholding local arrangements absorbed as part of TUPE processes. In time, local provisions will need to be aligned with national agreements to ensure parity and transparency. The national arrangements will not themselves form the subject of discussion by this machinery.
- c) This document is to formally recognise the intention of Oasis to regularly meet with National Union Officers about matters regarding employment. Discussion will take place with a view to reaching agreement wherever this is possible. In addition to these meetings, Oasis will continue to meet with local Union Representatives related to each Academy at regular intervals.
- National meetings will be to maintain an open dialogue, and provide a forum to agree any required variation to the national terms and conditions and discuss national level employment policies and procedures; and
 - Academy level meetings will be to consult and negotiate any matters of concern regarding each Academy and covering the local employment provisions where TUPE applies or otherwise.
- d) Oasis encourages staff to seek the advice of their union representatives or their local branch whenever they need specialist advice in relation to these matters. All staff will be afforded the right to receive information and be consulted regarding any proposed changes to their terms and conditions.
- e) The objectives of the process are to meet the Academy purpose to
- “provide a rich and balanced educational environment which caters for the whole person – academically, vocationally, socially, morally, spiritually, physically, emotionally and environmentally.”

and to reflect Oasis values with respect to staff:

“Our best assets are our people, recruited because they are the right people for the job – people focused on children learning and

succeeding. We aspire to treat them in a way that values them as our best asset.”

- f) Oasis will do this by:
- ensuring good communications throughout the organisation and each Academy;
 - promoting mutual understanding between Oasis management, Oasis staff and their union representatives, and Academy Councillors;
 - addressing issues of concern to Oasis staff and management;
 - providing user-friendly policies and procedures to deal with personnel issues;
 - maintaining and reviewing fair terms and conditions of employment;
 - constantly seeking effectiveness and efficiency in our communication and ways of working.

PARTIES, COVERAGE AND DEFINITIONS

1. Oasis recognises the following trade unions for individual and collective representation, consultation and negotiation purposes:
 - ATL; ASCL; GMB; NAHT; NASUWT; NUT; UNISON; Unite; and Voice
2. This recognition agreement applies in respect of Oasis employees in the following categories:
 - teaching staff (ATL, ASCL, NAHT, NASUWT, NUT and Voice); and
 - support and other professional school staff (GMB, UNISON and Unite).
3. Throughout this agreement, the following definitions apply:
 - “Oasis” means the Oasis Community Learning trust plus the governing or other bodies responsible for the running of individual Oasis Academies and other persons or bodies having responsibility for the management of individual Oasis Academies;
 - “The trade unions” means the recognised trade unions as listed above.

PRINCIPLES AND OBJECTIVES

4. Oasis recognises the independent trade unions identified in this agreement for the purposes of collective bargaining, consultation and individual staff representation on behalf of the whole workforce.
5. 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.

6. The trade unions recognise that it is Oasis's responsibility to plan, organise and manage the delivery of education to the students at Oasis Academies.
7. Oasis recognises the trade unions' right to represent and protect the interests of their members employed in Oasis Academies both individually and collectively.
8. Oasis believes that representative trade unions help ensure good employee relations, and to this end, provide their employees with up to date information on local Union contacts at the point of induction..
9. Oasis and the trade unions declare their commitment to maintaining good industrial relations and agree to 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 individual trade unions concerned. The trade unions will inform Oasis Academy Principals in writing of the names of their appointed representatives.
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. Oasis will not decline to recognise appointed trade union representatives.
13. 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. The trade union will provide the member with any requested representation as soon as possible and normally within 5 working days of such a request.
14. Oasis undertakes that where it is within their control, no trade union representatives will suffer any disadvantage as a result of undertaking this role on behalf of trade union members.

FACILITIES FOR TRADE UNION REPRESENTATIVES AND MEMBERS

15. Oasis agrees to provide on-site facilities to trade union representatives and members in order to enable them to discharge trade union duties and undertake trade union activity related to the local Academy in order to facilitate the objectives of effective communication and consultation with employees and their representatives set out earlier in this agreement.

Time off with pay for trade union representatives

16. Oasis will permit employees who are 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. Oasis will also permit employees who are 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 for trade union duties, in particular to prepare for and/or attend meetings or to consult with employed officials of their union. Trade union representatives will give as much notice to Oasis Academy Principals as possible of the need for such time off.
18. Oasis will seek to ensure that all meetings convened by Oasis and involving trade union representatives take place within their normal working hours.
19. Oasis will participate in arrangements within the local authority areas in which Oasis Academies are situated with regard to reasonable time off with pay for any 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.
20. Oasis 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. Oasis 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

21. Oasis Academies will provide the following 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;

Trade union meetings

22. Oasis 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 Oasis Academy Principal. Oasis 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.
23. Oasis 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 Oasis Academy Principal when seeking consent for such meetings. Oasis will not unreasonably withhold such consent to such meetings.

Time off for trade union activities

24. Oasis 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 conferences. 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.

Disciplinary action involving trade union representatives

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

NATIONAL AND ACADEMY JOINT COMMITTEES

26. Oasis 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 treat information with sensitivity in cases of genuine commercial confidentiality.
27. Oasis and the trade unions agree to set up Joint Committees at national and local level, consisting of representatives of both sides, to undertake the following functions:
 - the provision and sharing of information by the trade unions and Oasis;
 - consultation and negotiation on employment procedures and working and organisational arrangements on the issues listed below
 - consultation on professional issues
28. Before implementing any changes in employment procedures and working and organisational arrangements, Oasis will undertake consultation and negotiation with trade union representatives through the joint committees.
29. The following matters shall, in particular but not exclusively, be considered by the joint committees:
 - 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;
 - equal opportunities matters
 - staff training and development;

The national joint committee 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. Each Oasis Academy will be bound by the provisions, policies and procedures agreed by the national JCNC but the Academy joint committees will consider the exercise of local discretion on employment matters where this is provided for. Any difficulties at Oasis Academy level over the interpretation of national provisions or the scope of local decision making will where necessary be referred to the national joint committee for consideration and resolution.

30. The constitution and procedural agreement governing the national and local joint committees is attached to this agreement as an Annex.

FAILURE TO AGREE

31. Oasis 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.
32. If Oasis 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.
33. Whilst these procedures are being followed Oasis will honour the status quo ante.

COMMENCEMENT, REVIEW, VARIATION & TERMINATION

34. This agreement will be jointly reviewed after one year from the date of signature.
35. 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 national joint committee.
36. 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 national joint committee; or through 6 months' notice of termination from Oasis 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 national joint committee and subsequently to refer the matter to ACAS for arbitration in order to seek resolution of the issue. Any individual trade union may withdraw from this agreement through 6 months' notice of withdrawal.

ANNEX

CONSTITUTION FOR THE NATIONAL AND LOCAL JOINT COMMITTEES (JCNC)

Title

1. The Committees shall be known as the National Joint Committee and Academy Joint Committees respectively.

Purpose of Committee

2. The Committees have 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. The respective remits of the Committees at national and Academy level are as set out in this Agreement and will be developed or amended in the light of experience.

Representation at Meetings

3. The composition of the Employer Side is the prerogative of Oasis but there will be an expectation that there will be regular attendance by the appropriate senior Oasis officials at national meetings and by a senior Oasis official or other appropriate senior manager at Academy level meetings.
4. Consultation and negotiation on terms and conditions issues will take place through these committees. 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 committee.
5. The membership of each side shall be on the basis of up to two representatives per recognised trade union. Each side shall inform the other side promptly of any changes in representation.
6. Substitute representatives shall be permitted on both sides where necessary but each side shall seek to ensure that its nominated representatives attend all meetings.
7. Each side shall be entitled to be accompanied by an adviser with speaking rights.
8. The office of Chair shall alternate annually between Oasis and the Union side.

Meetings

9. 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.
10. Meetings shall be held once per term. The date and agreed agenda should ideally 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.

11. Special meetings shall be held where either Oasis or the Union side submits a request in writing to the other side. The date and agenda for special meetings should ideally be sent to members no later than five working days after the request is submitted and the meeting should take place ideally no later than fifteen working days after the request is submitted.
12. Each Side shall be entitled to a pre-meeting prior to the meeting in order to discuss the business on the agenda.
13. The quorum for all meetings shall be one representative of Oasis and three representatives of the Union side.
14. Administrative support to the JCNC shall be provided by Oasis. 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 to the governing body for information.