



*Creative  
Education  
Trust*

## **TRADE UNION RECOGNITION AGREEMENT**

### **1. Introduction**

- 1.1 In accordance with the 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 employer, particularly in respect of consultation and negotiation and facility time for Union Representatives. The terms of the Agreement which follows provide that clarification.

### **2. Parties, coverage and definition**

- 2.1 The following trade unions are covered by this agreement:

For teachers:

- Association of School and College Leaders (ASCL)
- National Association of Head Teachers (NAHT)
- National Association of Schoolmasters Union of Women Teachers (NASUWT)
- National Education Union (NEU)

For support and other professional staff:

- GMB
- UNISON
- Unite

- 2.2 Throughout this agreement, the following definitions apply:

- “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.

### **2. Principles and objectives**

- 2.1 The trade unions identified in this agreement are recognised for the purposes of collective bargaining, negotiation, consultation and individual staff representation on behalf of the workforce of Creative Education Trust.
- 2.2 It is recognised that the trade unions will also be involved in consultation as appropriate and play an important role in representing individuals.
- 2.3 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.

- 2.4 The trade unions recognise that it is Creative Education Trust's responsibility to plan, organise and manage the delivery of the highest quality education to the students at its academies.
- 2.5 In turn, Creative Education Trust recognises the trade unions' right to represent and protect the interests of their members employed in Creative Education Trust's academies both individually and collectively.
- 2.6 Creative Education Trust 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.
- 2.7 This agreement should not be used for individual employment disputes or grievances and should not undermine Creative Education Trust's ability to communicate directly with its staff or the employee's ability to raise things directly with Creative Education Trust.
- 2.8 This agreement is intended to be implemented alongside the obligations that the Academy Trust must meet in accordance with the TUPE regulations.

### **3. Joint consultation**

- 3.1 Creative Education Trust and its academies will provide the 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).
- 3.2 The trade unions agree to respect the confidentiality of the information provided by Creative Education Trust and treat information with sensitivity.

#### **3.1 *The Joint National Committee (JNC)***

- 3.1.1 Creative Education Trust and the trade unions agree to set up a Joint National Committee (JNC) consisting of representatives of both sides.
- 3.1.2 The following matters shall, in particular but not exclusively, be considered by the JNC:
- Consultation machinery and procedures;
  - Terms and conditions of employment;



- 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;
- Trust wide equal opportunities matters.

3.1.3 Creative Education 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 JNC for resolution.

3.1.4 The constitution and procedural agreement governing the JNC is attached to this agreement as Annex 1.

### **3.2 School Consultation Groups (SCG)**

3.2.1 School Consultation Groups (SCG) may be set up at academy level, 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.
- Statutory collective consultation on TUPE transfers, redundancies or reorganisations within the academy.

3.2.2 The SCGs will be bound by the provisions, policies and procedures agreed by the JNC 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 JNC.

## **4. Trade union representatives**

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

4.2 Trade union representatives will be appointed in accordance with the rules of the individual trade unions concerned. 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 as soon as possible after the election or nomination.

4.3 The number 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. Academy management will not decline to recognise appointed trade union representatives.

4.4 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.



- 4.5 Creative Education Trust undertakes that no trade union representatives will suffer any disadvantage as a result of undertaking this role on behalf of trade union members.
- 4.6 Creative Education Trust will not take disciplinary action against a trade union representative until an employed official of that trade union has been informed.
- 4.7 Details of facilities arrangements for trade union representatives are set out in Annex 2.

## **5. Commencement, review and variation**

- 5.1 This agreement comes into effect on the following date: 1 September 2018
- 5.2 This Agreement is a statement of intention of how the Parties intend to conduct collective consultation. It is not intended to be a legally binding contract.
- 5.3 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 JNC.
- 5.4 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 JNC; or through six months' notice in writing of termination from Creative Education Trust or from the trade unions. Any individual trade union may withdraw from this agreement through six months' notice of withdrawal.



## **Annex 1 - Constitution for the Joint National Committee (JNC)**

### **1. Title**

1.1 The Committee shall be known as the Joint National Committee or JNC.

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

2.1 The Committee has been established in support of the principles and objectives listed above; and in order to consult on the matters listed in the Agreement and other appropriate matters.

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

3.1 The Trust Side will be composed of the HR Director and another senior member of the Creative Education Trust's Head Office team.

3.2 Each participating trade union will appoint one standing "national" representative for JNC service. Together they will constitute the "Staff Side" of the JNC. 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.

3.3 Consultation where appropriate will take place through the JNC. Sub groups may be set up by joint agreement to discuss matters affecting specific groups of employees. These sub groups will report back to the full JNC.

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

3.5 Substitute representatives shall be permitted on both sides where necessary but each side shall seek to ensure that its nominated representatives attend all meetings.

3.6 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, will act as the staff side contact for all communications between the parties.

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

3.8 Meetings of the JNC will be chaired by Creative Education Trust.



#### **4. Meetings**

- 4.1 The Secretaries of both sides are responsible for liaising with one another 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 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 may be held where either the Trust or Staff 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.
- 4.4 Facilities will be made available for the Staff side to hold a pre-meeting immediately before the meeting in order to discuss the business on the agenda.
- 4.5 The quorum for all meetings shall be one member of the Trust side and three members of the Staff side. If a meeting is inquorate the Trust and Staff side secretaries will endeavour to reach a consensus on urgent matters, if necessary via written consultation/negotiation.
- 4.6 Administrative support to the JNC shall be provided by the Creative Education Trust. 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 Boards of the Trust and its Academies for information. It may be agreed at the meeting that elements of the minutes should remain confidential.

#### **5. Failure to agree**

- 5.1 The Trust and the trade unions agree that it is in the interests of all parties that consultation and where appropriate, negotiation, is carried out expeditiously and with the aim of reaching agreement.
- 5.2 If Creative Education Trust and the trade unions cannot reach an agreement in relation to pay, hours or holiday (and otherwise at the discretion of the Trust), 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.
- 5.3 Where other matters are put to the NCC for consultation then Creative Education Trust has the right to make a final decision, taking into account all points raised.



## **Annex 2 - Facilities for trade union representatives and members**

Creative Education Trust and its academies agree to provide appropriate facilities to trade union representatives in order to enable them to discharge their union duties; undertake trade union activity; and to facilitate the objectives of effective communication and consultation with employees and their representatives set out in this agreement.

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

- a. Creative Education 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.
- b. Creative Education 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.
- c. Creative Education 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.
- d. Creative Education 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. Creative Education 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.

### **2. Facilities**

- 2.1 The following facilities will be provided for trade union officers and representatives to carry out trade union duties and activities:
  - Reasonable accommodation to hold meetings and to interview members in a confidential manner;
  - Confidential access to and reasonable free use of telephone; fax and e-mail; computing and photocopying facilities;
  - Relevant documents relating to, for example, staff structure, policies and procedures.



### **3. Trade union meetings**

- 3.1 Creative Education Trust will not unreasonably refuse trade union members the right 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 principal/head teacher of the academy. Creative Education Trust 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.
- 3.2 Creative Education Trust will not unreasonably refuse 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 principal/head teacher when seeking consent for such meetings. Creative Education Trust will not unreasonably withhold consent to such meetings.
- 3.3 Trade union representatives should, wherever possible, have due regard to the need to minimize the impact of absences on academy timetables and operations.

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

- 4.1 Creative Education Trust will not unreasonably refuse trade union representatives and members reasonable time off during working hours for the purpose of taking part in trade union activity across Creative Education Trust, or representing the trade union at external meetings and conference. Trade union representatives will give as much notice as possible of the need for such time off.

### **5. Contribution to Local Authority Facilities Arrangements Fund**

- 5.1 Creative Education Trust agrees to make a contribution at the required rate to the Local Authorities' facilities arrangements fund for the academic year 2018/19 (1 September 2018-31 August 2019). The contribution to the facilities arrangements fund is entirely at the discretion of Creative Education Trust and shall be reviewed on an annual basis. Creative Education Trust may decide to cease or reduce its contribution to the facilities arrangement fund following the annual reviews in consultation with the recognised Trade Unions. The fact that Creative Education Trust makes a contribution shall not prejudice its right to cease this at any time. This shall not affect any of the other provisions of this agreement.





## Signatures

On behalf of	Signature	Name	Date
Creative Education Trust		M. L. A. Jordan	08/10/2018
Association of School and College Leaders (ASCL)			
National Association of Head Teachers (NAHT)			
National Association of Schoolmasters Union of Women Teachers (NASUWT)			
National Education Union (NEU)			
GMB			
UNISON			
Unite			