

# **RECOGNITION and PROCEDURAL AGREEMENT**

**between**

**The Swale Academies TRUST**

**and**

**ASCL, GMB, NAHT, NASUWT, NEU, UNISON and VOICE**

## **1. DEFINITION OF TERMS**

In this Agreement:-

- 'The Trust'                refers to the Swale Academies Trust
- 'The Unions'             refers to the Trade Unions listed above
- 'Staff'                    refers to all employees of the Trust
- 'Academy'                refers to an Academy within the Trust

## **2. COMMENCEMENT DATE**

This Agreement commenced on the (2/9/2019)

## **3. OBJECTIVES**

- 3.1 In drawing up this agreement, the Trust and the Unions have a common objective in ensuring the long-term success of the Trust for their mutual benefit and for the benefit of the community it serves.
- 3.2 The purpose of this agreement is to determine trade union recognition and representation within the Trust and its Academies and establish a framework for consultation, negotiation and collective bargaining. Both parties are committed to working together in a spirit of mutual confidence, partnership and co-operation to achieve fairness and equality in the treatment of staff.
- 3.3 The parties have identified common objectives they wish to pursue and achieve. These are:

3.3.1 to ensure that employment practices in the Trust have integrity;

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- 3.3.2 to enhance effective communication with all Trust staff;
  - 3.3.3 to involve members of staff on the issues to be faced in developing the Academies;
  - 3.3.4 to ensure that the treatment of Trust staff is fair and equitable in any matters of dispute.
- 3.4 This agreement applies in respect of employees in the following categories:
- 3.4.1 teaching staff (ASCL, NAHT, NASUWT, NEU and Voice)
  - 3.4.2 support staff (GMB, UNISON and UNITE)

#### **4. GENERAL PRINCIPLES**

- 4.1 The Trust and the Unions accept that the terms of this agreement are binding in honour upon them but do not constitute a legally enforceable agreement.
- 4.2 The Unions recognise the Trust's responsibility to plan, organise and manage the work of the Trust in order to achieve the best possible results in pursuing its overall aims and objectives.
- 4.3 The Trust recognises each Union's right to protect and advance its members' interests and to work constructively for improved terms and conditions of employment for them.
- 4.4 The Trust encourages employees to join an appropriate Trade Union recognised by this agreement, and will bring this to the attention of new staff.
- 4.5 The Trust and each Union recognise their common interest and joint purpose in furthering the aims and objectives of the Trust and in achieving reasonable solutions to all matters which concern them. The parties to this agreement declare their commitment to maintain good industrial relations.
- 4.6 The Trust and each Union accepts the need for joint consultation, negotiation and collective bargaining in securing their objectives. They acknowledge the value of up to date information on important changes which effect employees of the Trust.
- 4.7 Teaching staff are currently employed on national terms and conditions (School Teachers' Pay & Conditions Document and Conditions of Service Document 2000). Any proposed variations to the national agreements (for new staff and new contracts at the Swale Academies Trust) will be subject to full consultation with officers of the recognised trade unions. Usual notice of any variation for issuance

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of new contracts, as laid out in the COSD 2000, will be given if agreement cannot be reached following consultation in respect of current and prospective contracts.

## **5. UNION REPRESENTATION**

- 5.1 The Trust recognises the Unions listed in this agreement as the sole bodies with which it will consult and conduct collective bargaining in those matters identified in Clause 8.4 of this agreement.
- 5.2 The Trust accepts that each Union's members will appoint representatives in accordance with their Union rules to act as their spokespersons in representing their interests. The Trust will not decline to recognise appointed trade union representatives.
- 5.3 The Unions agree to inform the Trust of the names of all elected or appointed representatives in writing as soon as possible after their appointment and to inform the Trust in writing of any subsequent changes.
- 5.4 The Trust recognises that Union representatives fulfil an important role and that the discharge of their duties as Union representatives will in no way prejudice their career prospects or employment with the Trust.
- 5.5 If the Trust is considering any form of disciplinary action, capability process or investigation of a Union representative, such action shall not proceed until there has been consultation with a paid official of that Trade Union. Where a paid official is not available a senior elected area officer will be consulted.
- 5.6 The Trust and Unions recognise the importance of a healthy and safe workplace, the Safety Representatives and Safety Committee regulations 1977 and will use their best endeavours to comply with these and best practice as laid out by the HSE and ACAS. Health & Safety reps will be provided with appropriate facilities and paid release (including timetabled release) from teaching to discharge their functions.
- 5.7 The trust will provide the regional officers of each union at the start of each academic year a list of employees employed by the trust by academy and grade.
- 5.8 The trust will also provide a termly a list of newly appointed employees including NQTs and trainees by academy and grade.

## **6. UNION MEETINGS AND OTHER FACILITIES**

- 6.1 Meetings of Union members may be held on the Trust's premises outside

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working hours (including lunchtimes) following informing the Trust of such a meeting. The Trust will not refuse permission for such meetings to be held on the premises unless there are good reasons.

- 6.2 Union meetings may be held on the Trust's premises inside working hours provided that prior agreement for such meetings shall be obtained from the Trust by the Union unless such meetings are covered by regulations concerning TUPE transfer and/or redundancy where such meetings may be held during working time. Such agreement shall not be unreasonably withheld. The Union shall endeavour to provide the Trust with a timetable of any regular Union meetings.
- 6.3 The Trust agrees to provide defined facilities to Union representatives to enable them to discharge their duties including: access to reasonable space on a notice board in each staff room; access to confidential telephone, fax, internal mail and email; reasonable use of equipment such as photocopiers; a lockable cupboard; reasonable accommodation for meetings and Trade Union education.
- 6.4 The Unions commit themselves to training their representatives to provide them with the skills and the confidence to undertake their duties properly and effectively. Union representatives will be granted reasonable time off, with pay, to attend training courses run by the Union or other appropriate bodies which are relevant to the discharge of their Union duties in the Trust.
- 6.5 On request Union representatives will be granted reasonable time off with pay during working hours where it is necessary to carry out trade union duties (as defined by the ACAS Code of practice and/or Appendix 3 of the Burgundy Book) Where such duties cannot be carried out as part of the normal working day as much notice as possible will be given of the need to take time off. Any disagreement over the granting of time off shall be discussed between the relevant Academy Principal and the appropriate officer of the relevant Trade Union.
- 6.6 Subject to reasonable prior notice and the agreement of the Trust, which shall not unreasonably be withheld, Union representatives will be permitted reasonable time off during working hours without detriment for the purpose of taking part in appropriate Trade Union duties.
- 6.7 The Trust will provide the Unions with appropriate financial information and plans for the Trust in order for there to be a meaningful consultation and negotiation. In particular the Trust will provide relevant information for the purposes of collective bargaining and consultation in accordance with the ACAS Code of Practice.

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6.8 The Trust shall notify and provide information to the appropriate regional officers of each union in advance of any school based or trust wide restructure, redundancy and/or TUPE consultations irrespective of number of staff affected.

- 6.8 Members of staff have an entitlement to consult with their Trade Union without detriment.
- 6.9 The Trust will participate in arrangements within individual Local Authority areas with regard to 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. This includes buying into the Local Authority Central Trades Union Facility Pool where such a pool exists.
- 7.0 Employees appointed by their union to officerial roles at their local, county or national association/branch will be permitted reasonable paid time off during working hours to represent union members and discharge their duties as outlined in Appendix 3 of the COSD 2000 in this capacity.

## **7. JOINT CONSULTATION AND NEGOTIATING COMMITTEES**

- 7.1 The Trust and the Unions agree to set up a Joint Consultative and Negotiating Committees at both Trust (Trust JCNC) Academy level (Academy JCNC) consisting of representatives of both parties.
- 7.2 Decisions and agreements made at the Trust JCNC shall have affect across the trust and will have precedent over any school-based agreements.
- 7.3 The JCNCs shall be governed by a written constitution, a copies of which are attached to this Agreement (Appendix 1 for Academy JCNCs and Appendix 2 for the Trust JCNC).
- 7.4 The functions of the Academy JCNC shall include:

### 7.4.1 Information:

The Academy undertakes to supply the Union with the necessary information for it to carry out effective consultation and collective bargaining.

### 7.4.2 Consultation:

To have meaningful consultation and negotiation with a view to reaching agreement with the recognised representatives of staff to enable feedback and discussion before decisions are taken concerning matters directly affecting the interests of the staff. These issues include:

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- School staffing structures
- School restructures and reorganisations irrespective of the numbers affected
- The day to day operation of employment policies and procedures at school level
- Working time arrangements including calendar, time budget and cover arrangements
- The provision of staff amenities
- Day to day operational issues that affect staff
- Health and Safety
- Training & CPD

7.5 The functions of the Trust JCNC shall include:

7.5.1 Information:

The Trust undertakes to supply the Union with the necessary information for it to carry out effective consultation and collective bargaining.

7.5.2 Consultation:

To have proper meaningful consultation and negotiation with a view to reaching agreement with the recognised representatives of staff to enable feedback and discussion before decisions are taken concerning matters directly affecting the interests of the staff. These issues include:

- Terms and Conditions of employment
- Staffing Structures
- Job grading and Job Evaluation systems
- Employment policies and procedures and proposed amendments and additions
- Restructures and Re-organisations irrespective of the numbers affected
- The day to day operation of employment policies and procedures
- Provision of staff amenities
- Day to day operational issues which affect staff
- Health and Safety
- TUPE transfers & outsourcing
- Training & CPD

## **8. GRIEVANCES AND DISCIPLINE**

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- 8.1 The Trust recognises the Unions' right to represent the interests of all or any of their members at all stages during grievance and disciplinary procedures and to call in appropriately accredited Union representatives who are not employees of the Academy wherever this is considered appropriate.
- 8.2 The Trust undertakes to inform the relevant Union representative immediately of the name of any member of their Union faced with disciplinary action to enable the Union to make appropriate arrangements for representation. This information will be limited to the name of the member only.
- 8.3 Union representatives will be permitted to spend reasonable paid time inside working hours, to discuss grievance or disciplinary matters with affected employees, in accordance with 6.6 above.
- 8.4 In order to resolve collective disputes arising from a failure to agree at an Academy JCNC, the parties may, refer the matter for resolution to a meeting of the Trust JCNC, which will be attended by representative(s) of the Board of Governors.
- 8.5 In the event of both parties still being unable to reach agreement the matter may be referred to ACAS by either side for conciliation or, with the agreement of both parties, for arbitration.
- 8.6 Whilst these procedures are being followed the 'status quo ante' will prevail.

## **9. VARIATIONS**

- 9.1 This Agreement may be amended at any time with the agreement of all parties.
- 9.2 All parties agree to review the agreement on an annual basis to ensure it meets the needs of the Trust and the Unions.

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## 10. TERMINATION

10.1 Except in the cases of a formal dispute in employment law the Agreement may only be terminated by mutual consent or by 12 months' notice from either side. During the notice period ACAS should be involved in order to seek to reach a new agreement, the status quo would be honoured during this process.

SIGNED ..... for the Trust      DATE .....

SIGNED ..... for ASCL      DATE .....

SIGNED ..... for GMB      DATE .....

SIGNED ..... for NAHT      DATE .....

SIGNED ..... for NASUWT      DATE .....

SIGNED ..... for NEU      DATE .....

SIGNED ..... for UNISON      DATE .....

SIGNED ..... for VOICE      DATE .....

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## **APPENDIX 1**

### **CONSTITUTION OF THE XXX ACADEMY JOINT CONSULTATION AND NEGOTIATION COMMITTEE**

#### **1. TITLE**

- 1.1 The Committee shall be known as the Academy Joint Consultation and Negotiation Committee, known as the XXX Academy JCNC.

#### **2. OBJECT**

- 2.1 To establish a workable and effective arrangement for good employer/employee relations, for the avoidance of any misunderstanding and for the promotion of joint participation in all matters of common interest and concern on a genuine consultative basis and, where this agreement provides, on the basis of collective bargaining at Academy level, as outlined in Clause 7.4 of the Recognition and Procedural Agreement.

#### **3. MEETINGS**

- 3.1 Meetings of the JCNC shall be held 3 times per year (termly) with a prepared agenda which shall be issued fourteen days before each meeting. The agenda shall be agreed by the joint secretary from the trade union side and the Principal/Headteacher of the Academy. The agenda shall provide for any other business of an urgent nature to be discussed.
- 3.2 Additional meetings may be called by either the Unions or the Academy. Where it is agreed a meeting is necessary such meetings will be convened within fourteen days. Such requests will not be unreasonably refused.

#### **4. SCOPE OF COMMITTEE**

- 4.1 The JCNC is authorised to consider and consult with a view to reaching an agreement and to enter into collective bargaining on those matters specified in Clause 7.4 of the Recognition and Procedural Agreement.

#### **5. CONSTITUTION**

- 5.1 There shall be Academy representation and Union representation.

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- 5.2 The Academy representation shall consist of the Principal/Headteacher of the Academy and the Personnel / Human Resources Manager/ HR Advisor).
- 5.3 The Union representation shall consist of representatives of each of the Unions who shall be members of staff of the Academy appointed in accordance with the individual unions' rules.
- 5.4 Both the Academies and the Unions shall confirm the names of their representatives on an annual basis and inform the other parties of any changes prior to any meeting.
- 5.5 Each side shall make every effort to send its confirmed representatives to each meeting but substitution will be permitted on both parties where it cannot be avoided.
- 5.6 With notice to the other side the Unions and the Trust will be entitled to have adviser(s) in attendance who will have speaking rights. Except in the case of special meetings a minimum of 2 days' notice will be given of the intention to invite such adviser(s) to the meeting.
- 5.7 The office of Chair shall alternate [at each meeting] between the Academy and Union sides.
- 5.8 The two parties shall each appoint a secretary who will be responsible for convening meetings, preparing agenda in consultation with both parties, and taking and circulating minutes. Draft minutes shall be subject to the agreement of the joint secretaries before being forwarded to the Governing Body
- 5.9 Meetings shall be judged to be quorate if two members of both parties are present.

## **6. STATUS OF RESOLUTIONS**

- 6.1 Resolutions of the JCNC shall not be binding on either side but shall be recommendations only to the respective parties (the Academy and the Union) whose ratification shall be required before an agreement is deemed to be reached.

## **7. MINUTES OF MEETINGS**

- 7.1 The Employer shall produce notes of the proceedings of the JCNC (action points only) and circulate them to representatives in good time and prior to the next meeting.

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## **APPENDIX 2**

### **CONSTITUTION OF THE Swale Academies TRUST JOINT CONSULTATION COMMITTEE**

#### **TITLE**

- 1.1 The Committee shall be known as the Trust Joint Consultation and Negotiation Committee, known as the Trust JCNC.

#### **OBJECT**

- 2.1 To establish a workable and effective arrangement for good employer/employee relations, for the avoidance of any misunderstanding and for the promotion of joint participation in all matters of common interest and concern on a genuine consultative basis and, where this agreement provides, on the basis of collective bargaining at Trust level, as outlined in Clause 7.5 of the Recognition and Procedural Agreement.

#### **MEETINGS**

- 3.1 Meetings of the Trust JCNC shall be held termly (three times a year) with a prepared agenda which shall be issued fourteen days before each meeting. The agenda shall be agreed by the joint secretary for the Trade Unions and the Chief Executive of the Trust. The agenda shall provide for any other business of an urgent nature to be discussed.
- 3.2 Additional meetings may be called by either the Unions or the Trust. Where it is agreed a meeting is necessary such meetings will be convened within fourteen days.

#### **SCOPE OF COMMITTEE**

- 4.1 The Trust JCNC is authorised to consider and consult with a view to reaching an agreement and to enter into collective bargaining on those matters specified in Clause 7.5 of the Recognition and Procedural Agreement.

#### **CONSTITUTION**

- 5.1 There shall be Trust representation and Union representation.

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- 5.2 The Trust representation shall consist of the Chief Executive or a delegated senior manager and the Personnel Officer and normally at least two other members nominated by the Trust.
- 5.3 The Union representation shall consist of representatives of each of the Unions.
- 5.4 Each side shall confirm the names of its representatives on an annual basis and inform the other of any changes prior to any meeting.
- 5.4 Each side shall make every effort to send its confirmed representatives to each meeting but substitution will be permitted on both parties where it cannot be avoided.
- 5.6 With notice to the other side the Unions and the Trust will be entitled to have adviser(s) in attendance who will have speaking rights. Except in the case of special meetings a minimum of 2 days' notice will be given of the intention to invite such adviser(s) to the meeting.
- 5.7 The office of Chair shall alternate [at each meeting] between the Academy Trust and Union sides.
- 5.8 The two parties shall each appoint a secretary who will be responsible for convening meetings, preparing agenda in consultation with both parties, and taking and circulating minutes. Draft minutes shall be subject to the agreement of the joint secretaries before being forwarded to the Governing Body.
- 5.9 Meetings shall be judged to be quorate if three members of the union side, representing both support staff and teachers and two members of the employer parties are present.

## **STATUS OF RESOLUTIONS**

- 6.1 Resolutions of the Trust JCNC shall not be binding on either side but shall be recommendations only to the respective parties (the Trust and the Unions) whose ratification shall be required before an agreement is deemed to be reached.

## **MINUTES OF MEETINGS**

- 7.1 The Employer shall produce notes of the proceedings of the JCNC (Action Points only) and circulate them to representatives in good time and prior to the next meeting.

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