

ULT JOINT NEGOTIATION, INFORMATION AND CONSULTATION ARRANGEMENTS

1 Definitions

- 1.1 "ULT" means United Learning Trust.
- 1.2 "Academy" means schools as defined by the DCSF Academy programme.
- 1.3 The "Agreement" is the recognition agreement between ULT and the trade unions identified below as signatories to the Agreement.
- 1.4 "ULT recognised unions" are those trade unions identified below as signatories to the Agreement.
- 1.5 The "Workforce" refers to all ULT Academy employees who are eligible to be members of ULT recognised unions whether employed by ULT as a result of a transfer of undertakings or not with the exception of those employees who hold designated senior positions.
- 1.6 "Designated senior positions" are named positions identified ULT Academy by ULT Academy by ULT for which contracts of employment are determined on an individual basis.
- 1.7 "National level" refers to arrangements within this Agreement that apply to all ULT Academies.
- 1.8 "Local level" refers to arrangements within this Agreement that apply to an individual ULT Academy.
- 1.9 The "JNC" is the Joint Negotiating Committee
- 1.10 "Management Side" means those members of the JNC or Forum who represent ULT management.
- 1.11 "Staff Side" means those members of the JNC or Forum who represent ULT employees through the ULT recognised unions.
- 1.12 An "Academy lay representative" is a ULT employee within an Academy and a member of the particular union in question who is properly appointed according to the union's normal rules to represent members of the union who are employed by ULT within that Academy.
- 1.13 A "Safety Representative" is a ULT employee within an Academy and a member of one of the ULT recognised unions who is properly appointed to represent the interests of employees in matters of health and safety.
- 1.14 A "Learning Representative" is a ULT employee within an Academy and a member of one of the ULT recognised unions who is properly appointed to represent the interests of employees in matters of training and professional development.
- 1.15 "ASCL" is the Association for School and College Leaders
- 1.16 "ATL" is the Association of Teachers and Lecturers.
- 1.17 "NAHT" is the National Association of Head Teachers
- 1.18 "NASUWT" is the National Association of Schoolmasters Union of Women Teachers
- 1.19 "NUT" is the National Union of Teachers
- 1.20 "UNISON" is the Public Service Union.
- 1.21 "Voice" is a Union for Education Professionals.
- 1.22 "Central Office" refers to the central services division of ULT
- 1.23 "Either Side" means either the Management Side acting together or the Staff Side acting together.

2 Preamble

- 2.1 ULT recognises the independent trade unions identified in this Agreement for the purposes of collective bargaining, consultation and individual staff representation on behalf of the Workforce and employees who hold designated senior positions, to the extent set out in this Agreement.
- 2.2 The Agreement sets out the arrangements by which recognition is applicable at national and local levels.
 - (a) Part 1 of the Agreement sets out arrangements for negotiation and statutory consultation including reorganisation, redundancy and staff transfers;
 - (b) Part 2 of the Agreement sets out the arrangements for other staff consultation and the dissemination of information;
 - (c) Annex A of the Agreement sets out the arrangements for the appointment of Academy lay representatives, Safety Representatives and Learning Representatives;
 - (d) Annex B of the Agreement sets out the arrangements for time off and other facilities granted by ULT and ULT Academies.
 - (e) Annex C of the Agreement sets out guidance on the information to be shared between ULT and the recognised unions
 - (f) Annex D of the Agreement sets how Designed Senior Positions are identified.
 - (g) Annex E of the Agreement sets out a protocol for local level arrangements.
- 2.3 ULT acknowledges the right of each ULT recognised trade union to organise and represent its members who are employees within ULT individually and collectively on terms and conditions of employment.
- 2.4 Each ULT recognised trade union acknowledges for its part the responsibility and duty of ULT to manage its business in efficient and effective manner.

3 Amendment to and Termination of the Agreement

- 3.1 The Agreement remains in force until such time as the membership of the ULT recognised unions taken together as a group falls below 40% of the Workforce.
- 3.2 If in the future any trade union not recognised within the Agreement is able to satisfy ULT that its membership has risen above 20% of those ULT employees who are eligible to be its members, that organisation will be offered recognition discussion.
- 3.3 In support of this, ULT recognised unions agree to provide ULT with membership information within the Workforce and designated senior positions (omitting individual employee names) every three years, the first time being at the initial date on the Agreement.
- 3.4 Either the Management Side or the Staff Side may propose amendment to the Agreement at any time, such proposals to be submitted in writing and to be considered by the JNC. Amendment to the Agreement requires the agreement of both Sides (see paragraph 8.2) and takes effect from the date agreed as part of the amendment.
- 3.5 This Agreement does not in any way constitute a legally enforceable contract between the parties to it.

Signed _____ Date _____
Name _____ Position _____
For ULT

Signed _____ Date _____
Name _____ Position _____
For ASCL

Signed _____ Date _____
Name _____ Position _____
For ATL

Signed _____ Date _____
Name _____ Position _____
For NAHT

Signed _____ Date _____
Name _____ Position _____
For NASUWT

Signed _____ Date _____
Name _____ Position _____
For NUT

Signed _____ Date _____
Name _____ Position _____
For UNISON

Signed _____ Date _____
Name _____ Position _____
For Voice

PART 1: ARRANGEMENTS FOR NEGOTIATION AND STATUTORY CONSULTATION

4 Joint Negotiating Committee (JNC)

- 4.1 The ULT recognised unions are the only unions with which ULT conducts negotiation and statutory consultation on collective or individual matters of employment for staff.
- 4.2 Membership of the JNC as set out below includes representatives from ULT and from the ULT recognised unions.
- 4.3 Matters which will normally fall within the remit of the JNC to consider are
- (a) Negotiation and statutory consultation in respect of the Workforce including:
 - (i) Pay (including pay structure) and pensions;
 - (ii) Terms and conditions of service (including hours, holiday, sickness and other benefits);
 - (iii) Staff discipline, capability and grievance procedures;
 - (iv) Statutory consultation on redundancies, reorganisations and staff transfers;
 - (v) Amendments to and renewal of the Agreement including time off and other facilities as set out in Annex B.
 - (b) Negotiation and statutory consultation in respect of designated senior positions as set out in the above paragraph but excluding
 - (i) Pay, pay structure and pensions;
 - (ii) Performance management and review arrangements
 - (iii) Working Time
 - (iv) Professional duties.

5 Membership of the JNC – Management Side

- 5.1 The Management Side will include
- (a) HR Director or Deputy Chief Executive or equivalent as appropriate (chair)
 - (b) Head of HR Operations or equivalent as appropriate
 - (c) Such others as appointed by ULT but so that the total number on the management Side will not exceed eight. This will include the HR Policy Development Manager.
- 5.2 The Head of HR Operations will appoint a Management Side Secretary, who will normally provide administrative support for each meeting.
- 5.3 Any member of the Management Side may on a meeting-by-meeting basis be represented by a substitute who should normally be a member of the ULT executive team or a senior advisor. The name of any substitute should be given in writing to the Staff Side Secretary at least three days in advance of the meeting.
- 5.4 For specific items under discussion and identified on the agenda, the Management Side may be accompanied by a technical advisor. The name and technical role of the advisor should normally be notified in writing to the Staff Side Secretary at least three days in advance of the meeting.
- 5.5 ULT will normally provide administrative support for each meeting.

6 Membership of the JNC –Staff Side

- 6.1 The Staff Side will consist of eight people, one from each ULT recognised union with the exception of UNISON, which will be represented by two people.

- 6.2 Each ULT recognised union, with the exception of UNISON (see following), will appoint on an annual basis on 1st September each year a representative to be a member of the Staff Side of the JNC. The person appointed by the union will normally be a national official or a paid officer of the union (within the meaning of Section 119 of the Trade Union and Labour Relations (Consolidation) Act 1992) but may be an Academy lay representative from one of the ULT Academies chosen from amongst all that union's Academy lay representatives by the union following due process.
- 6.3 UNISON will have two members on the Staff Side of the JNC in order to ensure effective discussion and representation of support staff interests. One person appointed by the union will normally be a national official or a paid officer of the union. The other will normally be a UNISON Academy lay representative from one of the ULT Academies chosen from amongst all that union's Academy lay representatives by the union following due process
- 6.4 The Staff Side Secretary will notify the HR Director in writing by 1st September each year the names of the Staff Side representatives.
- 6.5 The Staff Side will appoint on an annual basis a Staff Side Secretary from amongst their number.
- (a) The Staff Side Secretary will normally hold office for one year from 1st September each year;
 - (b) Following appointment, the name of the Staff Side Secretary must be notified to the HR Director;
 - (c) The Staff Side Secretary will ensure that the Management Side Secretary has up-to-date contact details for Staff Side members in order to facilitate the distribution of papers by the Management Side Secretary.
- 6.6 Any member of the Staff Side may on a meeting-by-meeting basis be represented by a substitute who may be a paid officer of the union, a national official or an Academy lay representative. The name of any substitute should normally be given in writing to the Management Side Secretary at least three days in advance of the meeting.
- 6.7 For specific items under discussion and identified on the agenda, the Staff Side may wish to be accompanied by a technical advisor of their collective choice. The name and technical role of the advisor should normally be notified in writing to the Management Side Secretary at least three days in advance of the meeting.

7 Procedures for the JNC

7.1 Meetings

- (a) Meetings of the JNC will normally be held at least twice a year at an agreed location for the formal opening and closing of the negotiation round. More frequent meetings may be called as agreed.
- (b) The date, time and location of meetings will be determined by the Management Side Secretary in consultation with the Staff Side Secretary taking into account the desirability of maximum attendance.
- (c) Either Side may call a meeting of the JNC subject to reasonable notice, normally at least 10 working days, by notification in writing to the other Side Secretary.
- (d) Meetings of the JNC will normally be chaired by the HR Director or Deputy Chief Executive, Head of HR Operations or equivalent.

- (e) A meeting of the JNC will be quorate if two members of the Management Side and five members of the Staff Side (or, where applicable, substitutes) are in attendance.

7.2 Sub-committees

- (a) The JNC will act as a single table for all matters of business other than pay structure, performance management and other items as agreed where the interests of the different key staff groups are significantly different. On such matters the JNC may establish sub-committees related to the different key staff groups as necessary.
- (b) The JNC may also establish any other sub-committee as required.
- (c) Any sub-committee of the JNC is required to report its findings and recommendations to the full JNC for noting at the earliest appropriate opportunity.
- (d) Any sub-committee created under the above arrangements will stand down as and when it is no longer required.
- (e) Either Side may invite technical advisors to attend a meeting of the sub-committee for specific items on the agenda.

7.3 Agendas

- (a) Either Side may submit items for the agenda for the JNC or for any of its sub-committees. All such agenda items along with all accompanying reports and papers should be submitted to ULT for processing at least 10 working days in advance of the meeting.
- (b) The agenda together with all attached papers will be issued by ULT to the Staff Side Secretary normally at least 5 working days in advance of the meeting. The Management Side Secretary is responsible for distributing papers to all Staff Side members and the Staff Side secretary, who is then responsible for distributing the papers to all Staff Side members.
- (c) Urgent items may be accepted onto the agenda with shorter notice only with the agreement of both Side Secretaries.
- (d) Additional papers supporting an already agreed agenda item may be tabled without notice at the meeting only with the agreement of both Side Secretaries.

7.4 Records of Meetings

- (a) ULT will provide administrative support to ensure that a record of each meeting of the JNC and any sub-committee is made.
- (b) The record of meeting is required to state clearly the agreed recommendations and conclusions reached of the JNC.
- (c) The record of meeting for all meetings of the JNC and all meetings of its sub-committees is to be included with the agenda papers for the following meeting of the full JNC.
- (d) A standing item on the agenda for all meetings of the JNC is the signing of the agreed records of meetings as a fair record by the Staff Side Secretary and the Management Side Secretary.

7.5 Disclosure of Information

- (a) Arrangements for the Disclosure of information for the purposes of this Agreement will have regard to the relevant provisions of the ACAS Code of Practice (revised 1997).
- (b) A list giving guidance as to the nature of the information which ULT and the ULT recognised unions will make available to the JNC is given in Annex C.

- (c) This information, and any other information from time to time agreed by both Sides, is made available to the JNC in good faith solely for the purposes of negotiation and statutory consultation as set out within this Agreement.
- (d) Requests for information made by either side should be in writing, stating the purpose of the information in relation to the work of the JNC. Requests for information should be reasonable and should not normally give rise to additional work or expenditure. Where possible requests for information should be made in good time in advance of negotiations and should be as precise as possible.
- (e) In signing this Agreement all parties agree to hold such information in strict confidence and not to use or disclose such information other than for proper JNC purposes or as required by law.
- (f) The use made of this information must comply with the Data Protection Act and the ULT Data Protection Policy.

8 Coming to Agreed Recommendations, Making Decisions and Resolving Disputes

- 8.1 The JNC is required to bargain in good faith and to agree recommendations to submit to ULT and to the ULT recognised unions for final approval and implementation. When the process of final agreement is complete, the decision(s) will be recorded as agreed decisions within the record of meeting for the JNC. The JNC itself does not have the power to take any decisions relating to terms and conditions of employment or to the Agreement.
- 8.2 Each agreed recommendation of the JNC will be an agreement between the Management Side and the Staff Side acting together. The arrangements whereby individual ULT recognised unions come to an agreed position amongst themselves are not the subject of this Agreement.
- 8.3 Terms about salary, holiday (and other terms designated as contractual) for the Workforce, employees who hold designated senior positions (as set out in Paragraph 4.3) or any part of it agreed by the JNC will be incorporated in the contracts of employment of relevant employees if:
- (a) Staff Side and Management Side agree at JNC to recommend the terms; *and*
 - (b) The terms recommended by the JNC are agreed by (i) ULT and (ii) those ULT recognised unions representing employees whose terms are being changed.
 - (c) This applies whether the relevant employees are members of a trade union or not.
 - (d) For these purposes
 - (i) UNISON is recognised for support staff;
 - (ii) ATL, NAHT, NASUWT, NUT, Voice and ASCL are recognised for teaching staff;
 - (iii) Any of the above in (i) and (ii) is recognised as representing employees who hold designated senior positions and who are members of that union.
 - (e) Such changes will be notified to the relevant employees in writing within one calendar month of the change being agreed.
- 8.4 Avoiding Dispute
- (a) It is recognised that good communication is at the heart of the relationships between ULT, the Workforce, employees who hold designated senior positions and the ULT recognised unions. Every effort will be made by both sides to ensure the provision of regular information and on-going consultation.

- (b) Where it proves difficult to reach an agreed position, every effort will be made to resolve the situation in a way that is acceptable to both sides, avoiding escalation.
- (c) The keeping of an accurate record of meetings of the JNC including a clear and sufficiently detailed record of agreed recommendations and decisions is central to the avoidance of dispute.
- (d) Where an issue is proving difficult to resolve, both sides will seek to agree the appropriate steps required in order to reach agreement. Each situation will need to be judged on its merits, but such steps might include one or more of the following:
 - (i) Substituting for or adding to the individuals currently involved in the negotiation. The proposed changes to the individuals involved in the negotiation should normally have the agreement of both sides,
 - (ii) The use of external or additional expert advice;
 - (iii) Creating an agreed cooling-off period;
 - (iv) Inviting an Advisory, Conciliation and Arbitration Service (“ACAS”) advisor to attend the relevant meetings of the JNC at a sufficiently early stage before taking the dispute to a formal Collective Conciliation Service.

Where, despite all best efforts, an impasse has been reached the parties shall consult ACAS about the prospect of ACAS helping them to find a settlement of their differences through conciliation. If they invite ACAS to conciliate, all parties shall give such assistance to ACAS as is necessary to enable it to carry out the conciliation efficiently and effectively.

- 8.5 Where disputes arise over the interpretation of this Agreement the above dispute resolution procedure should be applied.
- 8.6 It is agreed that the ULT recognised unions would not, unless under exceptional circumstances, ballot members for industrial action until collective conciliation had been attempted through ACAS.

PART 2: ARRANGEMENTS FOR CONSULTATION AND THE DISSEMINATION OF INFORMATION

9 The Importance Communication

9.1 ULT recognises that importance of timely and considered communication with employees and understands the benefits communication can bring, such as;

- (a) Improved organisational performance;
- (b) Improved decision making;
- (c) Improved employee performance, commitment, job satisfaction and work-life balance;
- (d) Improved level of trust;

10 Issue for Communication

10.1 ULT will seek to inform employees on as wide a range of issues as is practicable. This will include issues such as the following:

- (a) Business and organisational development;
- (b) Staffing matters;
- (c) Health, safety and welfare;
- (d) Training and development;
- (e) Equal opportunities
- (f) Other such matters as may be agreed to be appropriate.

11 ULT Consultation Framework

11.1 ULT will use a variety of methods to communicate with and consult with employees, principally;

- (a) Annual Regional Consultation Forums
- (b) Local JNC's held at the individual Academies;
- (c) Annual meetings for all staff, held at the individual Academies

12 Regional Consultations Forums

12.1 The purpose of the Regional Forums is to provide a mechanism for appropriate and timely consultation (other than statutory consultation) and the dissemination of information between ULT and ULT recognised unions

12.2 Matters discussed at meetings of the Regional Forums are those that relate to all ULT Academies.

12.3 The Regional Forums will discuss matters affecting the Workforce and items for discussion will include those detailed in paragraph 10.1 above.

12.4 The Regional Forums will not consider issues relating to pay or terms and conditions of employment that are the subject of collective bargaining or negotiation. Should a matter under discussion within the Regional Forums become the subject of negotiation it will be referred to a meeting of the national JNC.

12.5 The Regional Forums will not discuss any matters relating to an individual disciplinary, capability or grievance matter.

- 12.6 The Regional Forums will exchange information about current issues at national level affecting employment within ULT. This does not preclude or restrict information being provided to staff or Academy lay representatives by ULT through normal management channels.
- 12.7 Attendance at the Regional Forums will consist of union lay representatives from geographically identified clusters of Academies, in addition to representatives from ULT Central Office and both Staff Side Management Side members of the national JNC.
- 12.8 A minute of the Regional Forums will be produced

Local Joint Consultative Committee Meetings

- 13.1 The purpose of local consultation is to discuss issues local to the individual Academy that have an impact on terms and conditions of Service (excluding national collective agreements, individual pay, grievance or disciplinary matters). Such discussions will include an exchange of information, be meaningful and timely, with all parties entering them in good faith and with a view to reaching agreement. Staff can raise appropriate matters with representatives and agendas will be drafted jointly with Representatives.
- 13.2 The Principal of each Academy will meet with their Academy's union lay representatives including the Health and Safety Representatives and Learning Representative once every term, and additionally where necessary, to brief them and to consult with them on the areas detailed in paragraph 10.1 above. The items for the meeting may include ULT and Group issues as well as issues local to the academy, for example changes to staffing structures at individual academies. Following these meetings, the lay representatives will be responsible for cascading the information imparted to their members and the Principal will be responsible for communicating feedback from the consultation to the HR Director. A minute of the meeting will be produced.

Annual meeting for all staff within each Academy

- 14.1 The Principal of each ULT Academy will call a meeting of all staff engaged in work for the Academy at least once a year, or more often as necessary, to disseminate information about matters of business development or policy that might affect the work undertaken at the Academy. These meetings may coincide with planned staff meetings, but must include all workers at the Academy. Intended to inform and provide a mechanism for group consultation, they may be supplemented by newsletters or other communications at any time.
 - 14.2 It would be normal for Principal or a Vice Principal to chair these meetings. Minutes will be taken and should normally be displayed in the staff room. The Principal is responsible for ensuring that matters arising which require consideration or action from the JNC or from ULT are communicated to the HR Director.
- 15 As far as is possible, and at the invitation of the Principal, arrangements will be made for members of the Central Office executive to join at least one of these consultation meetings, detailed in paragraphs 13 and 14, per year. Their role at the meeting is to listen, to inform and to ensure that employees at each academy meet and get to know the Central Office team.
- 16 By arrangement with the Principal, members of the JNC, and in particular the national officers who make up the Staff Side are also encouraged to visit each ULT Academy. It would be

entirely appropriate for this visit to coincide with a staff meeting as outlined in paragraph 15. Their role at the meeting is also to listen, to inform and to enable employees to get to know them as members of the JNC.