



THE CONSORTIUM  
ACADEMY TRUST

# Trade Union Recognition and Facilities Agreement

The Consortium Academy Trust (TCAT)  
An Exempt Charity Limited by Guarantee  
Company Number 07665828

Status:	Live
Policy Owner (Position)	CEO
Statutory / Recommended	Recommended
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Advisory Committee	Executive Leadership Group

# Trade Union Recognition and Facilities Agreement

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## **Parties, Coverage and Definition**

1. The Trust recognises the following trade unions for individual and collective representation, consultation and negotiation purposes:
  - the teacher unions (ASCL, NAHT, NASUWT and NEU) and the unions representing support and other professional school staff (GMB, UNISON and Unite);
2. This agreement applies in respect of employees in the following categories:
  - teaching staff (ASCL, NAHT, NASUWT and NEU);
  - support and other professional school staff (GMB, NEU, UNISON and Unite);
3. Throughout this agreement, the following definitions apply:
  - “The Trust” means The Consortium Academy Trust and any persons or bodies having responsibility for the management of the Trust and its academies
  - “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 the Trust individual academies
4. The Consortium Academy Trust Company Number 07665828, Registered in England and Wales, Registered Address: Cottingham High School, Harland Way, Cottingham, East Yorkshire, HU16 5PX

## **Principles and Objectives**

5. The independent trade unions identified in this agreement are recognised for the purposes of collective bargaining, consultation and individual staff representation on behalf of the whole workforce.
6. 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;
  - effective and prompt resolution of issues and disputes;
  - equal opportunities in employment; and
  - arrangements for the discussion of professional issues concerning educational provision, teaching and learning, including issues relating to the curriculum, behaviour policy etc.
7. The Trade Unions recognise that it is the Trust’s responsibility to plan, organise and manage the delivery of education to the students at its academies.
8. In turn, the Trust recognises the Trade Unions right to represent and protect the interests of their members employed in its academies both individually and collectively.
9. The Trust believes that representative Trade Unions help ensure good employee relations. The Trust will ensure employees are given information provided by Trade Unions to support their membership and will inform new appointees of their right to join a Trade Union.
10. The 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.

### **Trade Union Representation**

11. For the purposes of this agreement, the term "Trade Union Representatives" includes employed Trade Union officials, workplace representatives, health and safety representatives and learning representatives.
12. Trade Union Representatives will be appointed in accordance with the rules of the individual Trade Unions concerned. The Trade Unions will inform the Trust in writing of the names of their appointed representatives.
13. 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. The Trust will not decline to recognise appointed Trade Union representatives.
14. Trade Union members shall be entitled to be represented by employed officials or local representatives of the Trade Union, in accordance with ACAS guidelines on Trade Union Representation in the Workplace.
15. The Trust undertakes that 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**

16. The Trust recognises its statutory obligations with regard to facilities for trade union representatives and members, including the right to reasonable time off with pay for trade union representatives to undertake trade union duties. The Trust agrees to provide appropriate facilities to trade union representatives and members in order to undertake trade union activity, enable them to discharge their trade union duties and to facilitate the objectives of effective communication and consultation with employees and their representatives set out in this agreement.

### **Time off With Pay for Trade Union Representatives**

17. The Trust will permit trade union representatives reasonable time off with pay within their normal working hours (including release from timetabled teaching and learning support in the classroom) for the purpose of carrying out trade union duties. In unforeseen circumstances, it is understood that the granting of time off may be refused because of the demands of the service. The grounds of refusal by the academy will be made clear, and indicated in writing to and the parties should endeavour to agree an alternative time and/or date as soon as reasonably practical. The Trust will cooperate with the union at county level to find a mutually acceptable alternative time for the duties / activities to be carried out.
18. The Trust will also permit Trade Union representatives 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.
19. The Trust will seek to ensure that all meetings convened by the Trust and involving trade union representatives take place within their normal working hours. If meetings have to be held outside normal working hours these must be in exceptional circumstances only and must be agreed to by all parties

20. The Trust agrees to contribute to pooled funding and that its academies will participate in arrangements within the local authority area(s) 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 in that capacity.
21. The 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. The 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 in line with the ACAS code of practice on time off for trade union duties and activities.

#### **Other Facilities for Trade Union Representatives**

22. The Trust will provide the following facilities to trade union representatives:
  - Use of accommodation for meetings (subject to agreement with the academy Headteacher/Head of School) and to interview members in a confidential manner;
  - confidential access to telephone, email and internet;
  - Appropriate use of the academy email system and internal mail system. Any such usage should be in accordance with the Trust's ICT Acceptable Use Policy;
  - Secure accessible notice board facilities on academy sites. The management of such notice boards will be the responsibility of the Trade Unions. No notices may be elsewhere on Trust premises without prior consent of management;
  - Full access to Trust policies, procedures and documents relating to terms and conditions of service of staff they represent, via the intranet or hard copy, on request
  - Access to PC, photocopying facilities and reasonable access to administrative and secretarial services will be granted, subject to discussion with the relevant manager

#### **Trade Union Meetings**

23. The Trust 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 school day but holding meetings outside of work time should not be the default position. The Trade Unions will give reasonable notice of such meetings to the academy.
24. The Trust 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 academy when seeking consent for such meetings. The academy will not unreasonably withhold such consent to such meetings.

#### **Time off for Trade Union Activities**

25. The Trust 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**

26. The Trust will not take disciplinary action against a Trade Union Representative until the Trade Union Representative has given express consent that action can proceed.

## **Joint Consultation and Negotiation**

27. The Trust and its academies 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 respect the confidentiality of the information provided by the academy and treat information with sensitivity.
28. The Trust and the trade unions agree to set up a Joint Consultative and Negotiation Committee (JCNC) consisting of representatives of both sides to undertake the following functions:
  - the provision and sharing of information by the trade unions and Trust;
  - consultation on employment procedures and working and organisational arrangements;
  - consultation and negotiation (where applicable) and agreement on the issues listed below for consideration by JCNC.
29. Before implementing any changes in employment procedures and working and organisational arrangements, the Trust will undertake consultation and negotiation where appropriate with trade union representatives through the JCNC.
30. The following matters shall, in particular but not exclusively, be considered by the JCNC:
  - 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;
  - staff training and development;
  - professional issues concerning teaching and learning, including issues relating to educational provision curriculum, behaviour policy etc;
  - equal opportunities matters.
31. In regard to these items, the Trust will employ all staff on the national terms and conditions for school teachers and support staff.
32. The 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 JCNC for resolution.
33. The constitution and procedural agreement governing the JCNC is attached to this agreement as an Annex.

## **Failure to Agree**

34. The Trust 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.
35. If the Trust and the Trade Unions cannot reach an agreement, then an additional meeting may be held before the matter is 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.

36. Whilst these procedures are being followed the Trust will honour the status quo.

### **Commencement, Review and Variation**

37. This agreement comes into effect on the following date:

- 22 March 2018

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 JCNC.

38. 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 JCNC; or through 12 months' notice of termination from the Trust 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 JCNC and subsequently to refer the matter to ACAS in order to seek resolution of the issue. Any individual Trade Union may withdraw from this agreement through 12 months' notice of withdrawal.

### **Annex**

#### **Constitution for the Joint Consultative and Negotiating Committee (JCNC)**

##### **Title**

1. The Committee shall be known as the Joint Consultative and Negotiating Committee or JCNC.

##### **Purpose of Committee**

2. The Committee has been established in support of the Principles and Objectives listed in Paras 5-10 above, and in order to consult and negotiate on the matters listed in the Agreement and other appropriate matters.

##### **Representation at Meetings**

3. The composition of the Trust Side is the prerogative of the Trust but there will be an expectation that there will be regular attendance by the appropriate senior Trust officials at all JCNC meetings.
4. Negotiation and consultation on terms and conditions issues will take place through the JCNC. 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 JCNC.
5. The membership of each side shall be determined annually. 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. Attendance by additional reps to facilitate a handover is permitted.
7. Each side shall be entitled to be accompanied by an adviser with speaking rights.
8. The office of Chair shall alternate annually between the Trust and Union sides.

## 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 half term with provision for additional meetings to be called when necessary and may be cancelled if nothing relevant to discuss. This will be reviewed annually. The date and agreed agenda shall be sent to members at least ten working days before each meeting with all other papers being circulated five working days before. 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 the Trust or Union 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.
12. Each side will be entitled to a pre-meeting in prior to the meeting in order to discuss the business on the agenda.
13. The quorum for all meetings shall be 6 and will include at least one Teacher Union official and one non-teacher union official from both Hull and East Riding plus two members of the Trust side.
14. Administrative support to the JCNC shall be provided by the 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 Trust Board for information.

## SIGNATURES

Union/Association	Representative Name	Signature	Date
ASCL			
GMB			
NAHT			
NEC Member NASUWT			
NEU East Riding Branch Secretary			
NEU Hull Branch Secretary			
Unison East Riding Branch Secretary			
Unison Hull Branch Secretary			
UNITE			
The Consortium Academy Trust			