

Academies Trust

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# Trade Union Recognition & Facility Agreement

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## Trade Union Recognition & Facility Agreement

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# Trade Union Recognition & Facility Agreement

## 1.0 Introduction

This agreement is made between the Trust Board of Co-op Academies Trust and the recognised trade unions as set out in section 2. All parties to this agreement have the common objective of maintaining good employment relations and effective communication with staff at all levels of the Academies.

## 2.0 Parties, Coverage & Definitions

2.1 The Trust recognises the following trade unions for individual and collective representation, consultation and negotiation purposes

For teachers:

- ASCL (Association of School and College Leaders)
- NAHT (National Association of Headteachers)
- NEU (National Education Union)
- NASUWT (The Teachers Union)

For support and other professional staff:

- GMB
- UNISON
- UNITE

2.2 Throughout this agreement, the following definitions apply:

- “The Trust” means the Board of Co-op Academies Trust and other persons or bodies having responsibility for the overall management of the group of academies sponsored by The Co-op;
- “The Academy” means the local governing or other body responsible for the running of each Academy and other persons or bodies having responsibility for the management of each Academy;
- “The Academies” refers collectively to the group of academies;
- “The trade unions” means the recognised trade unions as listed above;
- The term “academy representative” is used to refer to an employee of the Trust who operates on behalf of a Trade Union at a local level within the school, and who has been appointed in accordance with the rules of the Trade Union. This may include workplace representatives, health and safety representatives and learning representatives;
- The term “officer” refers to non-employees working on behalf of a Trade Union, and who has been elected or appointed in accordance with the rules of the Trade Union. Occasionally Trust colleagues may be seconded to these roles.

## 3.0 Principles & Objectives

3.1 The Trust 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.

3.2 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.

3.3 The trade unions recognise that it is each Academy's responsibility to plan, organise and manage the delivery of education to the students at the Academy.

3.4 In turn, the Academies recognise the trade unions' right to represent and protect the interests of their members employed by the Trust both individually and collectively.

3.5 The Trust believes that representative trade unions help ensure good employee relations. The Academies will encourage employees to become union members, and will inform new appointees of their right to join a trade union. They will provide the trade unions with the names and work locations of new appointees, on request. The Trust will provide 'check off arrangements' for the payment of union fees.

3.6 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.

#### **4.0 Academy Trade Union Representatives**

4.1 Academy representatives will be appointed in accordance with the rules of the individual trade unions concerned. The trade unions will inform the relevant Academy and regional Trust HR Manager in writing of the names of their appointed representatives.

4.2 The numbers of academy 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 and its Academies will not decline to recognise appointed trade union representatives.

4.3 Trade union members shall be entitled to be represented by academy representatives, or officers of the trade union where the trade union considers this to be necessary in the circumstances. In instances where the representation is provided by anyone other than the academy representative, the Academy management should be informed in advance.

4.4 The Trust and its Academies undertake that no trade union representatives will suffer any disadvantage as a result of undertaking this role on behalf of trade union members.

#### **5.0 Facility time for academy trade union representatives and members**

5.1 Each Academy agrees to provide appropriate time and facilities to trade union academy representatives and members in order to enable them to discharge their union duties and undertake trade union activity and to facilitate the objectives of effective communication and consultation with employees and their representatives set out in this agreement.

5.2 Academy representatives will assist the Trust to meet its reporting requirements under the Trade Union (Facility Time Publication Requirements) Regulations 2017 in respect of the paid time spent on trade union duties and trade union activities.. Trust colleagues who are seconded to local facilities arrangements will comply with the requirements of the Local Authority to report the time spent on trade union activities. If requested in order to meet reporting obligations, they will inform the Trust of the approximate percentage of time spent on trade union activities.

### ***Time off with pay for trade union academy representatives***

5.3 The Academy will permit academy representatives reasonable time off with pay during their normal working hours for the purpose of carrying out trade union duties, including to prepare for and/or attend meetings or to consult with officers or other academy representatives of their union. Academy representatives will give as much notice as possible of the need for such time off. Further examples of trade union duties are included in the ACAS Code of Practice 3 – Time off for Trade Union duties and activities (2010).

5.4 The Trust and its Academies will seek to ensure wherever possible that all meetings involving trade union academy representatives take place within their normal working hours.

5.5 The Trust and the trade unions are committed to ensuring that academy representatives receive appropriate training to allow them to discharge their trade union duties. Academy representatives will be permitted reasonable paid time off during working hours to undergo such training that is relevant to their role and responsibility as a trade union representative. The trade unions will provide appropriate training to their representatives. Such training must be approved by the Trade Union Congress (TUC) or by the independent trade union of which the employee is an officer.

### ***Other facilities for trade union academy representatives***

5.6 The Academies will provide the following facilities to trade union academy 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;
- secure storage space;
- dedicated notice board space in all staff rooms;
- space on the academy intranet;
- all relevant documents on request, including those which provide information as to the structure and allocation of promoted posts applicable to the Academy, the articles of governance, the funding agreement and documents that set out the pay, conditions of service and the regulations of the Academy which apply to the employees of the Academy

### ***Trade union meetings***

5.7 The Academies 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 Academy and inform the Headteacher/Principal if an external officer is due to attend. The Academy will not seek to place restrictions on the frequency or duration of such meetings or to the attendance of officers or academy representatives of the trade union at such meetings provided there is no conflict with meetings or events set up by the Academy, or with the provision of education services or staff training.

5.8 In very exceptional and urgent circumstances, the Academy will allow trade union members to hold and attend such meetings on the premises within their normal working hours. 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 consent to such meetings.

### ***Procedure for requesting time off for trade union activities***

5.9 Academy representatives should contact their Headteacher/Principal to request reasonable paid time off during working hours for participation in trade union activities, including time off for relevant trade union training and attendance at their trade union's annual conference.

5.10 Any issues, on either side, with the granting of reasonable paid time off to undertake trade union activities should be referred to the JCNC.

### ***Disciplinary action involving trade union representatives***

5.11 The Academy will not initiate disciplinary processes involving a trade union representative employed by the Trust until a paid official in the local office of that trade union has been consulted. A Trust HR Manager should also be consulted.

## **6.0 Local Authority Shared Facility Time Arrangements**

6.1 The Trust agrees in principle that its Academies will participate in and contribute to arrangements operated by local authorities with regards to reasonable time off with pay for employees who are local or national trade union officers. Where such arrangements do not exist or where a significant proportion of schools and academies in the area no longer participate in such arrangements, the Trust and the Trade Unions agree that the issue should be discussed on a case by case basis through the JCNC. Subject to all costs being met in full and operational requirements of the Academy, local or national trade union officers will be permitted time off with pay for trade union duties undertaken in that capacity.

## **7.0 Joint Consultative & Negotiation Committee**

7.1 The Trust 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.

7.2 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 the Trust;
- consultation on employment procedures and working and organisational arrangements;
- negotiation and agreement on the issues listed below for consideration by the JCNC.

7.3 Before implementing any changes in employment procedures and working and organisational arrangements, the Trust will undertake consultation and negotiation with trade union representatives through the JCNC.

7.4 The JCNC shall consider matters at a Trust-wide, strategic level. Operational issues pertaining to individual academies shall be discussed with academy representatives according to local arrangements, but may be escalated to the JCNC if deemed appropriate by both sides.

7.5 The following matters shall, in particular but not exclusively, be considered by the JCNC:

- negotiating machinery and procedures;
- 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 the curriculum, behaviour policy etc;
- equal opportunities matters.

7.6 The intention of the Trust is that it will now and for the foreseeable future comply with, as a minimum, the national terms and conditions of service for teaching and support staff, as amended from time to time. The JCNC will consider matters that have been the subject of national negotiations in the preceding period, and any principles agreed in the national framework shall be considered for adoption by the Trust.

7.7 The Trust and the trade unions agree that any dispute on interpretation of this agreement or any other matter will be referred initially to the JCNC for resolution.

7.8 The constitution and procedural agreement governing the JCNC is attached to this agreement as an Annex.

## **8.0 Failure to agree**

8.1 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.

8.2 If the Trust 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 or both parties may determine that a matter is referred to ACAS for conciliation.

8.3 Whilst these procedures are being followed the Trust will honour the status quo ante, unless this is deemed by the Trust Board to be detrimental to students or the reputation of the Trust or an Academy.

## **9.0 Commencement, review & variation**

9.1 This agreement came into effect in September 2014.

9.2 The agreement was reviewed in March 2016 and October 2018, and will be reviewed on a 3-yearly basis going forward. In addition, 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.

9.3 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 for arbitration in order to seek resolution of the issue. Any individual trade union may withdraw from this agreement through 12 months' notice of withdrawal.

## **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 section 3 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. The composition of the Union side is the prerogative of the recognised trade unions but there will be an expectation that one representative from each trade union will attend any one meeting of the JCNC. It is accepted that some Unions may send two representatives to some meetings.

5. 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.

6. Each side shall inform the other side promptly of any changes in representation.

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

8. Each side shall be entitled to be accompanied by an adviser with speaking rights.

9. The office of Chair shall be decided by the JCNC. It will be chaired by the Trust initially, but may alternate either annually or at each meeting between the Trust and Union sides.

### **Meetings**

10. The Trust shall be responsible for liaising with forum members on matters such as dates of meetings, agendas and draft minutes, and for issuing invitations and papers to members etc.

11. Meetings shall be held once per term. The date and draft 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.

12. 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.

13. Each side shall be entitled to a pre-meeting prior to the meeting in order to discuss the business on the agenda.

14. The quorum for all meetings shall be two members of the Academy side and members of three of the Unions.



15. Administrative support to the JCNC shall be provided by the Trust. The draft minutes of all meetings shall be circulated to trade union colleagues for agreement no later than 15 working days after the meeting. The agreed minutes of all meetings shall be made available to the Trust Board and Academy Governing Bodies for information.