



The Elliot Foundation Academies Trust

Trade Union Agreement

Trade union recognition and facilities and machinery for
consultation and negotiation



TRADE UNION RECOGNITION AND FACILITIES AND MACHINERY FOR CONSULTATION AND NEGOTIATION

INTRODUCTION

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 LA control to academy status, means that there is a need to clarify the specific working arrangements between the Unions and The Elliot Foundation Academies Trust (TEFAT) particularly in respect of consultation and negotiation and facility time for Union Representatives. The terms of the Agreement which follows provide that clarification.

PARTIES, COVERAGE AND DEFINITIONS

1. The following trade unions are covered by this agreement:

For teachers:

- Association of Teachers and Lecturers (ATL)
- National Association of Head Teachers (NAHT)
- National Association of Schoolmasters Union of Women Teachers (NASUWT)
- National Union of Teachers (NUT)

For support and other professional staff:

- GMB
- UNISON
- UNITE



Structure for consultation and negotiation

2. Consultation will take place at two levels:
 - At a national level, consultation and negotiation on terms and conditions issues will take place through the National Joint Council (NJC). Each academy will be bound by the national terms and conditions agreed by the NJC.
 - At academy level consultation will take place, where necessary and appropriate, through regular meetings with local trade union representatives. This may include, for example, issues relating to restructuring and academy health and safety.

3. Throughout this agreement, the following definitions apply:

“The Academy” means TEFAT and other persons having responsibility for the management of the academy;

“The trade unions” means the recognised trade unions as listed above.

PRINCIPLES AND OBJECTIVES

4. 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 workforce.
5. 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.
6. The trade unions recognise that it is the Academy’s responsibility to plan, organise and manage the delivery of education to the students at the Academy.



7. In turn, the Academy recognises the trade unions' right to represent and protect the interest of their members employed in the Academy both individually and collectively. Trade unions will normally come together to make a joint approach to the resolution of any issues; however, a trade union may opt to operate independently at any time if it deems appropriate.
8. TEFAT believes that representative trade unions help ensure good employee relations. TEFAT will encourage employees to become union members, and will inform new appointees of their right to join a trade union. TEFAT Academies will provide the trade unions with the names and work locations of new appointees.
9. TEFAT 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.
10. Disputes will be resolved at the earliest possible stage through the use of agreed procedures and through the use of consultation or negotiation (as appropriate), rather than any form of unilateral action which will normally not occur unless and until the agreed procedures are exhausted.

TRADE UNION REPRESENTATIVES

11. For the purposes of this agreement, the term "trade union representatives" includes 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 TEFAT and the individual Academies 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. TEFAT 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, where the trade union considers this to be necessary in the circumstances.
15. TEFAT undertakes that no trade union representative 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. TEFAT and its academies agrees to provide appropriate facilities to trade union 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.

Time off with pay for trade union representatives

17. TEFAT will permit trade union representatives reasonable time off with pay during their normal working hours (including release from timetabled teaching and learning support in the classroom) for the purposes of carrying out trade union duties.

18. TEFAT 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. TEFAT and individual academies will seek to ensure that all meetings convened by individual academies and involving trade union representatives take place within their normal working hours.

20. TEFAT will seek to participate in arrangements within local authority areas with regard to trade union facilities time and will, subject to the provision of adequate funding by the local authority, permit reasonable time off with pay for trade union duties undertaken in that capacity.

21. TEFAT and 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. TEFAT will permit trade union representatives reasonable time off, on request, with pay to attend relevant training courses run by their trade unions or by other appropriate bodies.

22. TEFAT and its individual academies will provide the following facilities to trade union 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 e-mail facilities and computing and photocopying facilities;



- Notice board space in staff rooms;
- Space on the academy intranet;
- Relevant documents relating to, for example, staff structure, policies and procedures and academy funding.

Trade union meetings

23. TEFAT will not unreasonably refuse to allow trade union members to hold meetings on the premises outside their normal working hours, including at lunchtime and immediately following the end of the pupil day. The trade unions will give reasonable notice of such meetings to the academy. The academy 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 unions at such meetings.
24. TEFAT will not unreasonably refuse to allow trade unions 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. TEFAT will not unreasonably refuse to allow trade union representatives 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. Reasonable time off for trade union representatives to attend annual conferences and other policy-making conferences of their trade unions as a delegate will be at the discretion of the individual academy. Trade union representatives will give as much notice as possible of the need for such time off.

Disciplinary action involving trade union representatives

26. TEFAT will not take disciplinary action against a trade union representative until an employed official of that trade union has been informed.

NATIONAL JOINT COMMITTEE

27. TEFAT will, at its discretion and where it believes it necessary, 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.

28. TEFAT and the trade unions agree to set up a National Joint Committee (NJC) consisting of representatives of both sides to undertake the following functions:
 - The provision and sharing of information by the trade unions and TEFAT;
 - Consultation on employment procedures and working and organisational arrangements;
 - Negotiation and agreement on those issues requiring this, for example terms and conditions.
29. Before implementing any changes in employment procedures and working and organisational arrangements, TEFAT will undertake consultation with trade union representatives through the NJC. Structural and staffing issues involving individual academies will be dealt with through the academy and local trade union representatives.
30. Matters that may be dealt with through the NJC include, but not exclusively:
 - Negotiating machinery and procedures;
 - Terms and conditions of employment;
 - Staffing and pay structures (unless specific to individual academies in which case will be dealt with through local negotiating machinery);
 - Employment policies and procedures;
 - Matters of health and safety (across the TEFAT);
 - 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.
31. In regard to these items TEFAT will employ staff on the national or local terms and conditions for school teachers and support staff and will not move away from these arrangements without consultation and negotiation.
32. TEFAT and trade unions agree that any dispute on interpretation of this agreement or any other matter will be referred initially to the NJC for resolution.
33. The constitution and procedural agreement governing the NJC is attached to this agreement as an Annex.



FAILURE TO AGREE

34. TEFAT 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 TEFAT 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 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.

COMMENCEMENT, REVIEW AND VARIATION

36. This agreement comes into effect on the following date:
1 October 2012
37. 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 NJC.
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 NJC; or through 12 months' notice of termination from TEFAT 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 NJC 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.



ANNEX

CONSTITUTION FOR THE NATIONAL JOINT COMMITTEE (NJC)

Title

1. The Committee shall be known as the National Joint Committee or NJC.

Purpose of Committee

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

Representation at meetings

3. TEFAT will be represented by the Director of HR and other directors, members or staff as required to address the agenda.
4. Negotiation and consultation on terms and conditions issues will take place through the NJC. 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 NJC.
5. The NJC may co-opt or allow any sub group to co-opt such persons with special knowledge, not being members of the NJC, as may serve the particular interest of the NJC or its committees provided that person so co-opted serves only in a consultative and non-voting capacity.
6. The membership of each side shall be determined annually. 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 alternate at each meeting between TEFAT and Union sides.



Meetings

10. 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.
11. Meetings shall be held as required but with at least one per year. 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.
12. Special meetings shall be held where either TEFAT or Union side submits a request in writing to the other side, such meetings not to be unreasonably refused. 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 (1) members of TEFAT and (4) members of the Union side.
15. Administrative support to the NJC shall be provided by TEFAT. 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 local governing bodies for information.



SIGNATURES

For Elliot Foundation Multi Academies Trust (TEFAT)	
For Association of Teachers and Lecturers (ATL)	Mary W. Boustal.
For GMB	S. Holcher.
For National Association of Schoolmasters Union of Women Teachers (NASUWT)	Chris Keates
For National Union of Teachers (NUT)	Christine Blower
For National Association of Head Teachers (NAHT)	
For UNISON	Jon Richards
For Unite	P. Allen-Saunders