

The 3-18 Education Trust

Trade Union Recognition and Facilities and Machinery for Consultation and Negotiation

Every individual is in a great school.

Approved: Spring Term 2022

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Parties, Coverage and Definitions

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

NAHT, NASUWT, NEU, ASCL, GMB, UNISON and Unite

This agreement applies in respect of employees in the following categories:

- Teaching staff
- Support staff and other professional school staff

Throughout this agreement, the following definitions apply:

- “The Trust” means The 3-18 Education Trust and the body responsible for the running of the Trust and other persons or bodies having responsibility for the management of the Trust, typically the Board of Trustees and Executive Principal;
- “The School” means the governing or other body responsible for the running of an individual school and other persons or bodies having responsibility for the management of the school, typically the local governing body and Headteacher/Principal;
- “The trade unions” means the recognised trade unions as listed above;

Principles and Objectives

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.

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 and other matters relating to school activity.

This agreement is intended to be implemented alongside the obligations that the Trust must meet in accordance with the TUPE regulations. The trade unions recognise that it is the Trust and the School’s responsibility to plan, organise and manage the delivery of education to the students at each individual School.

In turn, the Trust recognises the trade unions’ right to represent and protect the interests of their members employed in the Trust’s Schools’ both individually and collectively. The Trust believes that representative trade unions help ensure good employee relations. The Trust will encourage employees to become union members, and will inform new appointees of their right to join a trade union.

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 Representatives

For the purposes of this agreement, the term “trade union representatives” includes Trust/workplace representatives, health and safety representatives and learning representatives.

Trade union representatives will be appointed in accordance with the rules of the individual trade unions concerned. The trade unions will inform the Trust and School in writing of the names of their appointed representatives.

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.

Trade union members have a statutory right to be represented by an official of their trade union. Whether that official is employed by the union or locally elected is a matter for the trade union.

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

The Trust 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.

The Trust will make arrangements for the deduction and transfer of union subscriptions through payroll, if requested by the member.

Time Off with Pay for Trade Union Representatives

The Trust 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 purpose of carrying out trade union duties. The Headteacher/Principal will determine what is deemed reasonable, on each individual basis, in discussion with the HR Manager.

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 and no reasonable request will be denied. The Headteacher/Principal will determine what is deemed reasonable, on each individual basis, in discussion with the HR Manager.

The Trust will seek to ensure that all meetings convened by the Trust or School and involving trade union representatives will take place within their normal working hours.

The Trust will participate in arrangements within the local authority with regard to trade union facilities time; and agrees both to contribute to pooled funding for time off with pay for trade unions' local officers and to provide time off with pay to any of its employees who undertake trade union duties in that capacity.¹

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

¹ An example of these arrangements can be found in the model constitution for a Joint Consultative and Negotiation Committee,
www.tuc.org.uk/sites/default/files/JCNCModelConstitutionJuly15.pdf

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 and no reasonable request will be denied.

Other Facilities for Trade Union Representatives

The Trust and the School 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 and email facilities and computing and photocopying facilities;
- reasonable access to administrative and secretarial services;
- secure office/storage space;
- access to notice boards in all staff rooms;

Trade Union Meetings

The Trust and the School 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 HR Manager. The Trust will not 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 union at such meetings.

The Trust and the School 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 HR Manager when seeking consent for such meetings. The Trust will not unreasonably withhold such consent to such meetings.

Time Off for Trade Union Activities

In accordance with the ACAS Code of Practice, 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.² 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

The Trust will not take disciplinary action against a trade union representative until an employed official of that trade union has been consulted.

Joint Consultative and Negotiation Committee

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

² An example of these arrangements can be found in the model constitution for a Joint Consultative and Negotiation Committee, www.tuc.org.uk/sites/default/files/JCNCModelConstitutionJuly15.pdf

unions agree to treat information with sensitivity in cases of genuine commercial confidentiality. To enable meaningful discussion, the trade union representatives present at this committee will be the regional/Shropshire representatives of our recognised trade unions and not school-based representatives, due to the large number of school-based representatives within our Trust. Following each JCNC meeting, school-based representatives will receive details of JCNC discussions via their regular meetings with the Headteachers of their schools.

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.

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.

The following matters shall, in particular but not exclusively, be considered by the JCNC³:

- 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

In regard to these items, the following will apply:

- a) where at the point of transfer national terms and conditions apply, the Trust will employ all staff on the national terms and conditions for school teachers and support staff. These terms may only be amended by mutual agreement as set out in Section 12;
- b) where at the point of transfer terms and conditions apply that have been agreed with all unions, the Trust will employ all staff on the agreed terms and conditions for school teachers and support staff. These terms may only be amended by mutual agreement as set out in Section 12;
- c) where at the point of transfer, terms and conditions apply that have not been agreed with all unions, the Trust will undertake, as part of this Agreement, to reach agreement with all unions on the terms and conditions for school teachers and support staff.

Within the Trust, the Chief Executive Officer will schedule a termly meeting with regional/Shropshire trade union representatives, and hold additional meetings as necessary, for the discussion of relevant issues with the purpose of ensuring the effective implementation of new initiatives and ensuring good ongoing relations. Each School will be bound by the provisions, policies and procedures agreed by the Trust JCNC, except where protections under the TUPE Regulations apply.

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.

³ A model constitution for a Joint Consultative and Negotiation Committee is available on the TUC website, www.tuc.org.uk/sites/default/files/JCNCModelConstitutionJuly15.pdf

Failure To Agree

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.

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 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.

Where both parties agree, alternative arbitration/conciliation/mediation may be used. Whilst these procedures are being followed the Trust and trade unions will honour the status quo ante.

Commencement, Review and Variation

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.

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.

Policy Monitoring and Review

Consultation

This Policy has been consulted on with the recognised professional associations/trade unions set out below:

- Association of School and College Leaders
- GMB
- National Association of Headteachers
- National Association of Schoolmasters Union of Women Teachers
- National Education Union
- Unison

Monitoring

The Trust HR in conjunction with the Chief Executive Officer will monitor the outcomes and impact of this agreement on a regular basis.

Review

Member of Staff Responsible	HR Director
Policy Adopted By	Trust Board
Date of Policy	Spring Term 2022
Review Period	3 years

Date of Next Review	Spring Term 2025

Appendix A

Constitution for the Joint Consultative And Negotiation Committee (JCNC)

Title

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

Purpose of Committee

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

Representation at Meetings

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.

Negotiation and consultation on terms and conditions issues, including those at a national level, 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.

Additionally, all parties reserve the right to make their own submissions and engage in their own consultations provided in all cases such are made known to the JCNC.

The membership of each side shall be determined annually. Each side shall inform the other side promptly of any changes in representation.

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

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

The office of Chair shall be held by the Trust.

Meetings

The Trust 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.

Meetings shall be held once per term. 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.

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.

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

The quorum for all meetings shall be two members of the Trust side and three regional/Shropshire members of the Trade Union side, with at least one teaching and one non-teaching Union representative.

Administrative support to the JCNC shall be provided by the Trust. The draft minutes of all meetings shall be circulated 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.