

Title

**TRADE UNION RECOGNITION AGREEMENT**

REVIEWED: NOVEMBER 2015

NEXT REVIEW: SEPTEMBER 2016

## 1. Definition of terms

1.1 In this Agreement:-

The Trust refers to the **Brooke Weston Trust**

The Trade Unions Brooke Weston Trust recognises the following trade unions for individual and collective bargaining and consultation with a view to reaching agreement purposes: the teacher trade unions (NASUWT, NEU, NAHT, ASCL, Voice) and the trade unions representing support and other professional school staff (GMB, UNISON and Unite);

This recognition agreement applies in respect of employees in the following categories: teaching staff (NASUWT, NEU, NAHT, ASCL, & Voice); support and other professional school staff (GMB, UNISON and Unite) refers to all employees of Brooke Weston Trust.

Representatives refers to employees of the Trust who are elected by their unions to represent the Union members employed in the Trust's Academies.

## 2. Commencement Dates

2.1 This Agreement commences on date 1<sup>st</sup> January 2016.

2.2 Trade union recognition rights for recognised trade unions are automatically transferred over when a maintained school becomes an academy. There is therefore a need to clarify the working arrangements between the trade unions and Brooke Weston Trust in respect of consultation and negotiation and facility time for Union Representatives. The terms of the Agreement which follows provide that clarification.

## 3. Objectives

3.1 In drawing up this agreement, the Trust and the trade unions have a common objective in ensuring the long term efficiency and success of Academies of the Trust for the benefit of students, staff and the communities they serve.

3.2 The purpose of this agreement is to be a Joint Consultation Committee as defined in the relevant [ACAS Code of Practice](#) to determine trade union recognition and representation within the Trust's Academies and establish a framework for consultation and negotiation as defined in sub sections 7.3.2, 7.3.3 and 7.3.4 below.

3.3 Both parties are committed to working together in a spirit of mutual confidence, partnership and co-operation to achieve fairness and equality in the treatment of staff.

3.4 The parties have identified common objectives they wish to pursue and achieve. These are:

- 3.4.1 to ensure that employment practices in the Trust are conducted to the highest possible standards;
- 3.4.2 to enhance effective communication with all staff throughout the Trust;
- 3.4.3 to ensure that equal opportunities are offered to staff or prospective staff and that the treatment of staff will be fair and equitable in all matters of dispute;
- 3.4.4 to ensure transparency and accountability for time spent by representatives who are academy employees on trade union duties.

## 4. General Principles

4.1 The Trust and the trade unions accept that the terms of this agreement are binding in honour upon them but do not constitute a legally enforceable agreement.

- 4.2 The trade unions recognise the Trust's responsibility to plan, organise and manage the work of the Trust's Academies in order to achieve the best possible results in pursuing its overall aims and objectives.
- 4.3 The Trust recognises the trade unions' right to protect and advance its members interests and to work with the Trust to promote their terms and conditions of employment.
- 4.4 The Trust encourages employees to join an appropriate trade union recognised by this agreement, and will bring this to attention of all staff.
- 4.5 The Trust and the trade unions recognise their common interest and joint purpose in furthering the aims and objectives of the Trust's Academies and in achieving reasonable solutions to all matters which concern them. Both parties declare their commitment to maintaining good employment relations.
- 4.6 The Trust and the trade unions accept the need for joint consultation and collective bargaining with a view to reaching agreement in securing their objectives. They acknowledge the value of:
  - up to date information on important changes which effect employees of the Trust;
  - up to date information regarding the time spent on trade union duties by internal representatives who are employed by the Trust.
- 4.7 Each Brooke Weston Trust Academy will be honour the provisions, policies and procedures agreed by the JCC but the Academy management together with any local trade union representatives will consider the exercise of local discretion on employment matters where this is provided for.

### 5. Trade Union Representation

- 5.1 The Trust recognises the trade unions listed in this agreement as the sole bodies with which it will consult and conduct collective bargaining with a view to reaching agreement on those matters identified in Clause 7.3 of this agreement.
- 5.2 The Trust accepts that the trade unions' members will elect representatives, in accordance with each trade union's rules, to act as their spokespersons in representing the interests of their members. Each trade union will be entitled to elect representatives as appropriate in each Academy.
- 5.3 The trade unions agree to inform the Trust of the names of all elected representatives in writing at the earliest opportunity and ideally within ten working days of their election and to inform the Trust in writing of any subsequent changes, each time at the earliest opportunity and ideally within five working days of the change having taken place.
- 5.4 The Trust recognises that trade unions' representatives fulfil an important role and that the discharge of their duties as trade union representatives will in no way prejudice their career prospects or employment with the Trust.
- 5.5 If the management of an Academy of the Trust is considering any form of disciplinary action or investigation against a trade union representative, such action shall not proceed until there has been consultation with a paid official of that trade union. Where a paid official is not available a senior elected officer will be consulted.

### 6. Trade Union Meetings and Other Facilities

- 6.1 Trade union meetings may be held on the premises of Academies at a mutually agreed date, time and venue following informing the Trust of the proposed time date and place of such a meeting which should normally be outside of core working hours, where practicable. The Trust will not refuse such meetings to be held on the premises unless there are good reasons (for example, where complications may occur regarding access to part of a building under PFI contract terms). Meetings will be open to all staff members who are members of that trade union holding the meeting and to others who wish to join following prior agreement with the trade union(s) in question.

- 6.2 The Trust agrees to provide facilities as defined in the Trade Union Congress (TUC), Employment Rights Act (1996) and ACAs guidance to the trade union representatives. The Trust agrees to provide defined facilities to the trade union representatives to enable them to discharge their duties including: provision of secure filing space; access to reasonable space on a notice board; access to a confidential telephone, fax, internal mail and email; reasonable use of equipment such as telephones, photocopiers, and PCs, but not for sole use; reasonable accommodation for meetings. All such equipment is to be used in accordance with the Trust's policy pertaining to staff conduct. Trade union representatives will be obliged to record the cost of telephone calls and multiple photocopying (both at a rate to be agreed) which will be paid for by the appropriate trade union(s).
- 6.3 The trade unions commit themselves to training their elected representatives to provide them with the skills and the confidence to undertake their duties properly and effectively. Trade union representatives will be granted reasonable time off at times agreed with the Trust, with pay, to attend training courses run by the trade union or other appropriate bodies which are relevant to the discharge of their trade union duties.
- 6.4 Without any intent to compromise the fair objectives of the trade unions, the Trust will seek to minimise any disruption to teaching and learning of students which may occur as a result of a staff member's fulfilment of his/her legitimate representative duty. To enable this, all trade unions recognise under this agreement to cooperate reasonably and fully with any time so spent.
- 6.5 The Academy will permit trade union representatives reasonable time off with pay during working hours where arrangements cannot be made to hold meetings outside of core working hours, or where necessary to prepare for and/or attend meetings at which their members' interests are directly represented. In these cases, trade union representatives will give as much notice as possible to the Principal of the need for such time off in order that appropriate cover arrangements can be arranged.
- 6.6 The Trust will provide relevant information for the purposes of collective bargaining in attempting to reach agreement and consultation in accordance with the ACAS Code of Practice No 1 (Provision of Information to Trade Unions) and Trade Union Congress (TUC) guidelines.
- 6.7 Members of staff have an entitlement to consult with their trade union without detriment.

## 7. Joint Consultation Committee

- 7.1 The Trust and the trade unions agree to establish a Joint Consultative Committee (JCC) consisting of representatives of both sides.
- 7.2 The JCC shall be governed by a written constitution, a copy of which is attached to this Agreement (Appendix 1).
- 7.3 The functions of the JCC shall include:-
- 7.3.1 Information  
The Trust undertakes to supply the trade unions with the necessary information for it to carry out effective consultation and collective bargaining with a view to reaching agreement.
- 7.3.2 Consultation  
To enable consultation and negotiation with recognised trade unions and trade union representatives with a view to reaching agreement on various aspects as listed below:
- Terms and Conditions of employment
  - Staffing and pay structures
  - Staff training and development
  - Job grading and Job evaluation systems
  - Employment policies and procedures
  - Day to day operation of employment policies and procedures
  - Provision of staff amenities

- Day to day operational issues which affect staff
- Health and safety
- New Technology

### 7.3.3 Statutory consultation on

- Redundancies
- TUPE transfers

### 7.3.4 Collective Bargaining with a view to reaching agreement on

- Pay Awards
- Holidays
- Hours of work

where these are not covered by any collective national or local agreements adopted by the Trust.

## 8. **Right to Representation**

- 8.1 The Trust undertakes to advise an employee facing disciplinary action by an Academy to consult with his/her trade union representatives.
- 8.2 The Trust recognises the right of all employees to receive representation as stated in the Employment Act (1996) and in accordance with Brooke Weston Trust policies and procedures.
- 8.3 The Trust agrees to provide appropriate and reasonable facilities to trade union representatives and members in order to enable them to discharge trade 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 the agreement. For casework, trade unions **agree to** provide rapid response to personnel issues, the process of which is to be agreed as an appendix to this document.

## 9. **Failure to Agree**

- 9.1 In order to resolve collective disputes arising from a failure to agree in the JCC, the parties may, by agreement, refer the matter for resolution to a further meeting of the JCC, which may, on such occasion, be attended by further representatives of the Brooke Weston Trust Board.
- 9.2 In the event of both sides still being unable to reach agreement the matter may be referred to ACAS by either side for conciliation or, with the agreement of both sides, for arbitration. The outcome of any arbitration would be binding on both parties.

## 10. **Variations**

- 10.1 This Agreement may be amended at any time with the agreement of all parties.
- 10.2 All parties agree to review the agreement on an annual basis to ensure it meets the needs of the Trust and the trade unions.

## 11. **Termination**

- 11.1 The Agreement may only be terminated by mutual consent or by 6 months' notice from either side. During the 6 month period ACAS may be involved in order to seek to reach a new agreement.

## APPENDIX 1

### Constitution for the Brooke Weston Trust Joint Consultation Committee

#### 1. TITLE

1.1 The Committee shall be known as the Joint Consultation Committee, (JCC).

#### 2. OBJECT OF THE COMMITTEE

2.1 The Committee has been established in support of the Principles and Objectives listed above to provide effective arrangements for good employer/employee relations, for the avoidance of any misunderstanding and for the promotion of joint participation in all matters of common interest and concern on a genuine consultative basis and, where this agreement provides, on the basis of collective bargaining with a view to reaching agreement at Trust level, as outlined in Clause 7.3 of the Recognition and Procedural Agreement.

#### 3. MEETINGS

3.1 Meetings shall be held 3 times a year, with a prepared agenda which shall be issued **normally, so far as is possible**, seven days before each meeting. The agenda shall be agreed by the designated joint secretary from the trade union side and an appropriate senior representative of the Trust. Items for the agenda should be submitted to the secretary not later than ten working days prior to the meeting.

3.2 Special meetings may be requested by either the trade unions or the Trust. Where it is agreed a meeting is necessary such meetings will normally be convened within fourteen days.

3.3 A good standard of facilities will be made available for trade unions to meet prior to the meeting.

#### 4. SCOPE OF COMMITTEE

4.1 The JCC shall consider and consult with a view to reaching an agreement and to enter into collective bargaining with a view to reaching agreement on those matters specified in Clause 7.3 of the Recognition and Procedural Agreement.

4.2 Additionally, the JCC will also value feedback from the existing staff forums which operate at individual Academy level across the Trust and from occasional 'surgeries' held by Trust board members with staff. Staff forum membership includes all internal trade union representatives and team-level democratically elected staff from each Academy. The forums are a vehicle to aid consultation and promote good local employment relationships.

4.3 The JCC will also take account of the outcomes of other Trust processes for gathering employee feedback including annual staff questionnaires and CEO surgeries.

#### 5. CONSTITUTION

5.1 The JCC shall comprise representatives of the employer and recognised trade unions.

5.2 The composition of the employer side shall be the prerogative of the Brooke Weston Trust and will normally consist of a delegated senior manager of the Trust, and at least two other members nominated by the Trust.

5.3 The trade union side shall consist of one representative of each of the recognised trade unions who shall be nominated by each of the trade unions. Such nominations are to be conducted in a manner creating no disruption to the daily routine operations of every Academy within the Trust.

5.4 Each side shall confirm the names of its representatives on an annual basis and inform the other of any changes prior to any meeting.

- 5.5 Each side shall make every effort to send its confirmed representatives to each meeting but substitution will be permitted on both sides where it cannot be avoided. Any substitutions should be notified as far as possible in advance of the meeting but at least seven days in advance.
- 5.6 By agreement the trade unions and the Trust will be entitled to have other persons/representatives in attendance who will have speaking rights. Except in the case of special meetings each side shall give a minimum of seven days' notice to the other side of its wish to invite such adviser(s) to the meeting.
- 5.7 The Chairperson for each meeting of the JCC shall be the senior representative of the Trust.
- 5.8 The Trust shall appoint a secretary who will be responsible for convening meetings, preparing agendas in consultation with both sides, and taking and circulating minutes. Draft minutes shall be reviewed and be subject to the agreement of a delegated senior representative from each side prior to being forwarded to the Trust's Board and the Governing Body of each Academy. Minutes will be distributed normally and as far as is possible within 5 working days. From receipt, members of the JCC will have ten working days to respond. If no response is received the minutes will be taken as accurate.
- 5.9 Meetings shall be judged to be quorate if at least 2 members of the Brooke Weston Trust and least four different trade unions are present.
- 5.10 On occasions, sub groups may be required to meet to discuss issues that only affect teachers or support staff. These sub groups will report back to the full JCC prior to any action being agreed/taken.
- 5.11 Confidentiality will be maintained by all members of the JCC and all conflicts of interests will be declared, following which appropriate measures are taken.

## 6. STATUS OF RESOLUTIONS

- 6.1 Resolutions of the JCC shall not be binding on either side but shall be recommendations only to the respective parties (the Trust and the trade unions) whose ratification shall be required before an agreement is deemed to be reached.

Signatures of agreement to the Trade Union Recognition Agreement

Organisation	Signature	Date
Brooke Weston Trust	<i>[Handwritten Signature]</i>	
NASUWT, The Teachers Union	<i>[Handwritten Signature]</i>	
ATL	<i>[Handwritten Signature]</i>	
NUT	<i>[Handwritten Signature]</i>	
NAHT *		
ASCL	<i>[Handwritten Signature]</i>	
Voice	<i>[Handwritten Signature]</i>	
GMB	<i>[Handwritten Signature]</i>	
UNISON	<i>[Handwritten Signature]</i>	
Unite	<i>[Handwritten Signature]</i>	

