



# Trade Union Recognition & Procedural Agreement

## **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 Cam Academy Trust in respect of consultation and negotiation and facility time for Union Representatives. The terms of the Agreement which follows provide that clarification.

Agreement between The Cam Academy Trust

and

the teacher unions (ASCL, NASUWT, NAHT, and NEU) and the unions representing support and other professional school staff (GMB, UNISON and Unite) and any other unions as agreed from time to time.

## **1. DEFINITION OF TERMS**

In this Agreement: -

The Academy - refers to The Cam Academy Trust

The Unions - refers to the trades unions listed above

Staff - refers to all employees of the Academy

Representatives - refers to employees of the Academy who are elected by their Unions to represent the Union members employed in the Academy.

## **2. COMMENCEMENT DATE**

This Agreement commences on 1 September 2019.

## **3. OBJECTIVES**

- 3.1 In drawing up this agreement, the Academy and the Unions have a common objective in ensuring the long-term efficiency and success of the Academy for their mutual benefit and the benefit of the community it serves.
- 3.2 The purpose of this agreement is to determine trade union recognition and representation within the Academy and establish a framework for consultation and collective bargaining. 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.
- 3.3 The parties have identified common objectives they wish to pursue and achieve. These are:
  - 3.3.1 to ensure that employment practices in the Academy are conducted to the highest possible standards;
  - 3.3.2 to enhance effective communication with all Staff throughout the Academy;
  - 3.3.3 to achieve participation and involvement of all members of staff on the issues faced in running and developing the Academy

3.3.4 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.

#### **4. GENERAL PRINCIPLES**

- 4.1 The Academy and the 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 Unions recognise the Academy's responsibility to plan, organise and manage the work of the Academy in order to achieve the best possible results in pursuing its overall aims and objectives.
- 4.3 The Academy recognises the Unions' right to protect and advance its members interests and to work for improved terms and conditions of employment for them.
- 4.4 The Academy encourages employees to join an appropriate trade union recognised by this agreement and will bring this to attention of new staff.
- 4.5. The Academy and the Unions recognise their common interest and joint purpose in furthering the aims and objectives of the Academy and in achieving reasonable solutions to all matters which concern them. Both parties declare their commitment to maintaining good employment relations.
- 4.6. The Academy and the Unions accept the need for joint consultation and collective bargaining in securing their objectives. They acknowledge the value of up to date information on important changes which effect employees of the Academy.

#### **5. UNION REPRESENTATION**

- 5.1 The Academy recognises the Unions listed in this agreement as the sole bodies with which it will consult and conduct collective bargaining in those matters identified in Clause 7.3 of this agreement.
- 5.2 The Academy accepts that the Unions' members will elect representatives, in accordance with each Union's rules, to act as their spokespersons in representing the interests of their members. Each Union will be entitled to elect one employee as a representative.
- 5.3 The Unions agree to inform the Academy of the names of all elected representatives in writing within ten working days of their election and to inform the Academy in writing of any subsequent changes, each time within five working days of the change having taken place.
- 5.4 The Academy recognises that Unions' representatives fulfil an important role and that the discharge of their duties as Union representatives will in no way prejudice their career prospects or employment with the Academy
- 5.5 If management is considering any form of disciplinary action or investigation against a 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. UNION MEETINGS AND OTHER FACILITIES**

- 6.1 Meetings of Union members may be held on the Academy's premises outside working hours following informing the Academy of the proposed time date and place of such a meeting. The

Academy will not refuse such meetings to be held on the premises unless there are good reasons. Such meetings will be open to all staff members who are members of the Union holding the meeting.

- 6.2 The Academy agrees to provide defined facilities to the 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 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. The cost of telephone calls and multiple photocopying will be paid for by the appropriate Union(s).
- 6.3 The Unions commit themselves to training their elected representatives to provide them with the skills and the confidence to undertake their duties properly and effectively. Union representatives will be granted reasonable time off at times agreed with the Academy, normally with pay, to attend training courses run by the Union or other appropriate bodies which are relevant to the discharge of their Union duties.
- 6.4 Subject to reasonable prior notice and the agreement of the Academy, which shall not unreasonably be withheld, Union representatives may be permitted to reasonable time off during working hours without detriment for the purpose of taking part in appropriate Trade Union duties.
- 6.5 On request Union representatives will be granted reasonable time off with pay, during working hours, where it is necessary to carry out essential duties under this agreement which it is not possible to fulfil outside of normal working hours. Where such duties cannot be carried outside of the normal working day as much notice as possible will be given of the request to take time off. Any disagreement over the granting of time off shall be discussed between the Principal/Headteacher and the paid officer of the appropriate trade union.
- 6.6 The Academy will provide the Unions with appropriate financial information and plans of the Academy in order for there to be a meaningful dialogue. In particular the Academy will provide relevant information for the purposes of collective bargaining and consultation in accordance with the ACAS Code of Practice No 1 (Provision of Information to Trade Unions).
- 6.7 Members of staff have an entitlement to consult with their trade union without detriment.

## **7. JOINT CONSULTATION COMMITTEE**

- 7.1 The Academy and the Unions agree to set up 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 Academy undertakes to supply the Unions with the necessary information for it to carry out effective consultation and collective bargaining.

### 7.3.2 Consultation

To have proper consultation with a view to reaching agreement with the recognised representatives of staff to enable feedback and discussion before decisions are taken concerning matters directly affecting the interests of the staff. These issues include

- Terms and Conditions of employment
- Job grading and Job evaluation systems
- the employment policies and procedures and proposed amendments and additions.
- the 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

To reach collective agreements on: -

- Pay Awards
- Holidays
- Hours of work

where these are not covered by collective national or local agreements adopted by the Academy

## **8. GRIEVANCES AND DISCIPLINE**

- 8.1 The Academy recognises the Unions' right to represent the interests of all or any of its members at all stages during grievance and disciplinary procedures and to call in appropriately accredited Union representatives who are not employees of the Academy wherever this is considered appropriate.
- 8.2 The Academy undertakes to advise an employee facing disciplinary action by the Academy to consult with his/her Union representatives.
- 8.3 The Unions' representatives will be permitted to spend reasonable paid time inside working hours, so long as it does not interfere with the work of the Academy, to discuss grievance or disciplinary matters with affected employees, in accordance with 6.4 above.
- 8.4 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 will, on such occasion, be attended by representatives of the governing body.

8.5 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.

8.6 Whilst these procedures are being followed the Academy will honour the “Status Quo” and the trade unions will not enter into any form of industrial action.

**9. VARIATIONS**

9.1 This Agreement may be amended at any time with the agreement of both parties.

9.2 Both parties agree to review the agreement on an annual basis to ensure it meets the needs of the Academy and the Unions.

**10. TERMINATION**

10.1 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.

SIGNED ..... for (The Cam Academy Trust)

DATE .....

SIGNED ..... for (Union)                      DATE .....

SIGNED ..... for (Union)                      DATE .....

SIGNED ..... for (Union)                      DATE .....

SIGNED ..... for (Union)                      DATE .....

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SIGNED ..... for (Union)                      DATE .....

## **APPENDIX 1**

### **CONSTITUTION OF THE JOINT CONSULTATION COMMITTEE**

#### **1. TITLE**

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

#### **2. OBJECT**

To establish a workable and effective arrangement 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 at Academy level, as outlined in Clause 7.3 of the TU Recognition and Procedural Agreement.

#### **3. MEETINGS**

3.1 Meetings of the JCC shall be held once a term, i.e. 3 times a year, with a prepared agenda which shall be issued seven days before each meeting. The agenda shall be agreed by the joint secretary from the trade union side and the Principal/Headteacher (or delegated manager). The Agenda shall provide for any other business of an urgent nature to be discussed.

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

#### **4. SCOPE OF COMMITTEE**

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

#### **5. CONSTITUTION**

5.1 There shall be an employer side and a Union side.

5.2 The employer side shall consist of the Principal/Headteacher, or a delegated senior manager, and normally at least two other members nominated by the Academy.

5.3 The Union side shall consist of one representative of each of the Unions who shall be members of staff and elected by the Unions membership within the Academy.

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.

5.6 By agreement of the other side staff and management will be entitled to have adviser(s) 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 Principal/Headteacher or in his/her absence a senior representative of the Academy.

5.8 The two sides shall each appoint a secretary who will be responsible for convening meetings, preparing agenda in consultation with both sides, and taking and circulating minutes. Draft minutes shall be subject to the agreement of the joint secretaries before being forwarded to the Governing Body

5.9 Meetings shall be judged to be quorate if members of both sides are present.

## **6. STATUS OF RESOLUTIONS**

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