

# **RECOGNITION and PROCEDURAL AGREEMENT**

**between**

**THE UNIVERSITY OF BRIGHTON ACADEMIES TRUST**

**and**

**GMB (East Sussex only), UNISON (*Support and professional staff*)**

**ASCL, NAHT, NASUWT, NEU, VOICE (*Teaching staff*)**

## **1. DEFINITION OF TERMS**

In this Agreement: -

'The Trust'	refers to University of Brighton Academies Trust
'The Unions'	refers to the Trade Unions listed above
'Staff'	refers to all employees of the Trust
'Academy'	refers to an Academy within the Trust
'Trust Representative'	refers to an Academy Principal or Trust colleague

## **2. COMMENCEMENT DATE**

This Agreement commenced on the 1<sup>st</sup> September 2017.

## **3. OBJECTIVES**

- 3.1 In drawing up this agreement, the Trust and the Unions have a common objective in ensuring the long-term success of the Trust for their mutual benefit and for the benefit of the community it serves.
- 3.2 The purpose of this agreement is to determine trade union recognition and representation within the Trust and its Academies and establish a framework for consultation and collective bargaining. All 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 Trust have integrity;
  - 3.3.2 to enhance effective communication with all Trust staff;

3.3.3 to involve members of staff on the issues to be faced in developing the Academies;

3.3.4 to ensure that the treatment of Trust staff is fair and equitable in any matters of dispute.

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

- 4.1 The Trust 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 Trust's responsibility to plan, organise and manage the work of the Trust in order to achieve the best possible results in pursuing its overall aims and objectives.
- 4.3 The Trust recognises each Union's right to protect and advance its members' interests and to work constructively for improved terms and conditions of employment for them.
- 4.4 The Trust encourages employees to join an appropriate Trade Union recognised by this agreement, and will bring this to the attention of new staff. Provided explicit permission has been given from the subjects, the Trust will share with the Unions annually (September) the names of new employees and the name of the Academy in which they work. This will include Newly Qualified Teachers and those completing Initial Teacher Training.
- 4.5 The Trust and each Union recognise their common interest and joint purpose in furthering the aims and objectives of the Trust and in achieving reasonable solutions to all matters which concern them. A list of examples is shown below although the list is not exhaustive;
- Jointly agree 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.

The parties to this agreement declare their commitment to maintain good industrial relations.

- 4.6 The Trust and each Union accepts 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 Trust.

- 4.7 Teaching and support staff are currently employed on national terms and conditions. Any proposed variations to the national agreements (for Secondary and Primary Academies and new contracts) will be subject to full consultation and negotiation with a view of agreement, with officers of the recognised trade unions. Usual notice, as laid out in the relevant legislation, will be given if agreement cannot be reached following consultation in respect of current and prospective contracts.

## **5. UNION REPRESENTATION**

- 5.1 The Trust 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 For the purposes of this agreement, the term "trade union representatives" includes Trust/workplace representatives, health and safety representatives, equality representatives and learning representatives.
- 5.3 The Unions agree to inform the Trust Representative of the names of all elected/appointed representatives in writing as soon as possible after their appointment and to inform the Trust in writing of any subsequent changes.
- 5.4 The Trust recognises that Union representatives fulfil an important role and that the discharge of their duties as Union representatives will in no way cause disadvantage or prejudice their career prospects or employment with the Trust.
- 5.5 If the Trust is considering any form of disciplinary action against or investigation of 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 area officer will be consulted.
- 5.6 The Trust and Unions recognise the importance of a healthy and safe workplace, the Safety Representatives and Safety Committee regulations 1977 and will use their best endeavours to comply with these and best practice as laid out by the HSE and ACAS.

## **6. UNION MEETINGS AND OTHER FACILITIES**

- 6.1 Meetings of Union members may be held on the Trust's premises outside working hours (including lunchtimes) following informing the Trust Representative of such a meeting. The Principal will not refuse permission for such meetings to be held on the premises unless there are good reasons.
- 6.2 Union meetings may be held on the Trust's premises inside working hours provided that prior agreement for such meetings shall be obtained from the Principal by the Union. Such agreement shall not be unreasonably withheld. The Union shall provide the Trust with a timetable of any regular Union meetings.



- 6.3 The Trust agrees to provide defined facilities to Union representatives to enable them to discharge their duties including: access to reasonable space on a notice board; access to confidential telephone, intranet, internal mail and email; reasonable use of equipment such as photocopiers; a lockable cupboard; reasonable accommodation for meetings and Trade Union education.
- 6.4 The Unions commit themselves to training their elected/appointed 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, paid as per the "Time Off for Trade Union Duties and Activities" document issued by ACAS, in order to attend training courses run by the Union or other appropriate bodies which are relevant to the discharge of their Union duties in the Trust.
- 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. Where such duties cannot be carried out as part of the normal working day as much notice as possible will be given of the need to take time off. Any disagreement over the granting of time off shall be discussed between the relevant Academy Principal and the appropriate officer of the relevant Trade Union.
- 6.6 Subject to reasonable prior notice and the agreement of the Trust, 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.
- 6.7 The Trust will provide the Unions with appropriate financial information and plans for the Trust in order for there to be a meaningful dialogue. In particular the Trust will provide relevant information for the purposes of collective bargaining and consultation in accordance with the ACAS Code of Practice.
- 6.8 Members of staff have an entitlement to consult with their Trade Union without detriment.
- 6.9 The Trust will participate in arrangements within individual Local Authority areas 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 trade union representatives who undertake trade union duties in that capacity.
- 6.10 Employees appointed by their union to officer roles at their local, county or national association/branch will be permitted reasonable paid time off during working hours to represent union members in this capacity.

## **7. JOINT CONSULTATION COMMITTEES**

- 7.1 The Trust and the Unions agree to set up a Joint Consultative Committee at

each of the Academies in the Trust (Local JCC's) consisting of representatives of both sides. In addition, the Trust and the Unions agree to set up an annual Trust JCC consisting of appropriate representatives of the Unions and representatives from the Trust.

7.2 The JCC's shall be governed by written constitutions, copies of which are attached to this Agreement (Appendix 1 and 2).

7.3 The functions of the Academy JCC's shall include:

7.3.1 Information:

The Trust undertakes to supply the Union 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.

Topics for discussion at the Trust JCC meeting may include but are not exclusive to:

- Terms and Conditions of employment
- Staffing Structures
- Job grading and Job Evaluation systems
- Employment policies and procedures and proposed amendments and additions
- Health and Safety (general issues)
- TUPE transfers & outsourcing (general issues)
- Restructures and Re-organisations (consultations)
- Training & CPD (general issues)

Topics for discussion at the Local JCC meeting may include but are not exclusive to:

- 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 (local issues)
- TUPE transfers & outsourcing (local issues)
- Training & CPD (local issues)
- Restructures and Re-organisations (consultations)



7.3.3 Statutory consultation will be required on:

- All proposed redundancies
- TUPE transfers
- Transfer of business ownership

## **8. GRIEVANCES AND DISCIPLINE**

- 8.1 The Trust recognises the Unions' right to represent the interests of all or any of their 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 Trust expects that any member of a Union faced with disciplinary action will contact their Union directly to make appropriate arrangements for representation.
- 8.3 Union representatives will be permitted to spend reasonable paid time inside working hours, so long as it does not interfere with the work of the Trust, to discuss grievance or disciplinary matters with affected employees, in accordance with 6.6 above.
- 8.4 In order to resolve collective disputes arising from a failure to agree in the local JCC, the parties may, by agreement, refer the matter for resolution to a meeting of the Trust JCC, which will be attended by representative(s) of the Board of Directors.
- 8.5 In the event of both sides being unable to reach agreement, the matter may be referred to ACAS by either side for conciliation or arbitration. The outcome of any arbitration would be binding on both parties.
- 8.6 Whilst these procedures are being followed the 'status quo ante' will prevail.

## **9. VARIATIONS**

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

## **10. TERMINATION**

- 10.1 Except in the cases of a formal dispute in employment law, the Agreement may only be terminated following a discussion at a Trust JCC where there is mutual consent or by 12 months' notice from either side. In this instance, the Unions would be required to be acting jointly. During the notice period ACAS should be involved in order to seek to reach a new agreement.

On behalf of the Trust:  
Signed [Signature] Print P O'Connell Date 9/10/18

On behalf of ASCL  
Signed [attached] Print Sara ford Date 15/09/18

On behalf of GMB (East Sussex Only)  
Signed..... Print..... Date.....

On behalf of NASUWT  
Signed [Signature] Print N M TRIER Date 15/5/18

On behalf of NAHT  
Signed..... Print..... Date.....

On behalf of NEU  
Signed [Signature] Print NICHOLAS C CHILDS Date 15/05/18

On behalf of Unison  
Signed [Signature] Print CAROLINE FIFE Date 13/5/18

On behalf of Voice the Union  
Signed A.R. Garwood Print ANDY R. GARWOOD Date 15/05/18

## **APPENDIX 1**

### **CONSTITUTION OF THE LOCAL (SECONDARY AND PRIMARY ACADEMIES) JOINT CONSULTATION COMMITTEES**

#### **1. TITLE**

- 1.1 The Committee shall be known as the (Individual academy name) Joint Consultation Committee.

#### **2. OBJECT**

- 2.1 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 Recognition and Procedural Agreement.

#### **3. MEETINGS**

- 3.1 Meetings of each academy's JCC shall normally be held 3 times per year with a prepared agenda which shall be issued fourteen days before each meeting. The agenda shall be agreed by the joint secretary from the trade union side and the Principal of the Academy. The agenda shall provide for any other business of an urgent nature to be discussed.
- 3.3 Additional meetings may be called by either the Unions or the Academy. Where it is agreed a meeting is necessary such meetings will be convened within fourteen days. Such requests will not be unreasonably refused.

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

- 4.1 Each academy 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 Recognition and Procedural Agreement.

#### **5. CONSTITUTION**

- 5.1 There shall be Academy representation and Union representation.
- 5.2 The Academy representation shall consist of the Principal of the Academy and an administration representative. If the Principal is unable to attend, they will send an appropriate representative of the academy.



- 5.3 The Union representation shall consist of representatives of each of the Unions who shall be members of staff of the Academy appointed in accordance with the individual unions' rules.
- 5.4 Both the Academies and the Unions shall confirm the names of their representatives on an annual basis and inform the other parties 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 the Unions and the Trust will be entitled to have adviser(s) in attendance who will have speaking rights. Except in the case of special meetings a minimum of 2 days' notice will be given of the intention to invite such adviser(s) to the meeting.
- 5.7 The Chairperson for each meeting of the JCC shall normally be the Principal of the Academy or in his/her absence a senior representative.
- 5.8 The two sides shall each appoint a secretary who will be responsible for convening meetings and preparing an agenda in consultation with both sides. Draft minutes shall be subject to the agreement of the joint secretaries before being forwarded to the Local Governing Body
- 5.9 Meetings shall be judged to be quorate if two members of both sides are Present, including at least one representative for the teaching staff and one for support staff.

## **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 Academy and the Union) whose ratification shall be required before an agreement is deemed to be reached.

## **7. MINUTES OF MEETINGS**

The Employer shall produce notes of the proceedings of the JCC (action points only) and circulate them to representatives in good time and prior to the next meeting.

## **APPENDIX 2**

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

#### **1. TITLE**

- 1.1 The Committee shall be known as the Trust Joint Consultation Committee, known as the Trust JCC.

#### **2. OBJECT**

- 2.1 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 Trust level, as outlined in Clause 7.3 of the Recognition and Procedural Agreement.

#### **3. MEETINGS**

- 3.1 Meetings of the Trust JCC shall be held three times per year with a prepared agenda which shall be issued fourteen days before each meeting. The agenda shall be agreed by the joint secretary for the Trade Unions and the Chief Executive of the Trust. The agenda shall provide for any other business of an urgent nature to be discussed.
- 3.2 Additional meetings may be called by either the Unions or the Trust. Where it is agreed a meeting is necessary such meetings will be convened within fourteen days.

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

- 4.1 The Trust 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 Recognition and Procedural Agreement.

#### **5. CONSTITUTION**

- 5.1 There shall be Trust representation and Union representation.
- 5.2 The Trust representation shall consist of the Chief Executive or a delegated senior manager and a representative from Human Resources and normally at least two other members nominated by the Trust.
- 5.3 The Union representation shall consist of the appropriate representatives of each of the Unions.

- 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 the Unions and the Trust will be entitled to have adviser(s) in attendance who will have speaking rights. Except in the case of special meetings a minimum of 2 days' notice will be given of the intention to invite such adviser(s) to the meeting.
- 5.7 The Chairperson for each meeting of the Trust JCC shall be the Chief Executive or in his absence a senior representative of the Trust.
- 5.8 The two sides shall each appoint a secretary who will be responsible for convening meetings and preparing an agenda in consultation with both sides. Draft minutes shall be subject to the agreement of the joint secretaries before being forwarded to the CEO.
- 5.9 Meetings shall be judged to be quorate if two members of both sides are Present (this must include at least one union representing support staff (Unison and GMB (east Sussex)) and one union representing Teachers).

## **6. STATUS OF RESOLUTIONS**

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

## **7. MINUTES OF MEETINGS**

The Employer shall produce notes of the proceedings of the JCC (Action Points only) and circulate them to representatives in good time and prior to the next meeting.





Paraford






On behalf of the Trust:

Signed..... Print..... Date.....

On behalf of ASCL

Signed .. Print..... Date.....

On behalf of GMB (East Sussex Only)

Signed..... Print..... Date.....

On behalf of NASUWT

Signed..... Print..... Date.....

On behalf of NAHT

Signed  Print Paul Smith Date 3/9/2018

On behalf of NEU

Signed..... Print..... Date.....

On behalf of Unison

Signed..... Print..... Date.....

On behalf of Voice the Union

Signed..... Print..... Date.....



On behalf of the Trust:

Signed..... Print..... Date.....

On behalf of ASCL

Signed..... Print..... Date.....

On behalf of GMB (East Sussex Only)

Signed *[Signature]*..... Print *E. WITFIELD*..... Date *12/9/18*.....

On behalf of NASUWT

Signed..... Print..... Date.....

On behalf of NAHT

Signed..... Print..... Date.....

On behalf of NEU

Signed..... Print..... Date.....

On behalf of Unison

Signed..... Print..... Date.....

On behalf of Voice the Union

Signed..... Print..... Date.....



