

## **ULT JOINT NEGOTIATION, INFORMATION AND CONSULTATION ARRANGEMENTS**

### **1 Definitions**

- 1.1 "ULT" means United Learning Trust.
- 1.2 "Academy" means schools as defined by the DCSF Academy programme.
- 1.3 The "Agreement" is the recognition agreement between ULT and the trade unions identified below as signatories to the Agreement.
- 1.4 "ULT recognised unions" are those trade unions identified below as signatories to the Agreement.
- 1.5 The "Workforce" refers to all ULT Academy employees who are eligible to be members of ULT recognised unions whether employed by ULT as a result of a transfer of undertakings or not with the exception of those employees who hold designated senior positions.
- 1.6 "Designated senior positions" are named positions identified ULT Academy by ULT Academy by ULT for which contracts of employment are determined on an individual basis.
- 1.7 "National level" refers to arrangements within this Agreement that apply to all ULT Academies.
- 1.8 "Local level" refers to arrangements within this Agreement that apply to an individual ULT Academy.
- 1.9 The "JNC" is the Joint Negotiating Committee
- 1.10 "Management Side" means those members of the JNC or Forum who represent ULT management.
- 1.11 "Staff Side" means those members of the JNC or Forum who represent ULT employees through the ULT recognised unions.
- 1.12 An "Academy lay representative" is a ULT employee within an Academy and a member of the particular union in question who is properly appointed according to the union's normal rules to represent members of the union who are employed by ULT within that Academy.
- 1.13 A "Safety Representative" is a ULT employee within an Academy and a member of one of the ULT recognised unions who is properly appointed to represent the interests of employees in matters of health and safety.
- 1.14 A "Learning Representative" is a ULT employee within an Academy and a member of one of the ULT recognised unions who is properly appointed to represent the interests of employees in matters of training and professional development.
- 1.15 "ASCL" is the Association for School and College Leaders
- 1.16 "ATL" is the Association of Teachers and Lecturers.
- 1.17 "NAHT" is the National Association of Head Teachers
- 1.18 "NASUWT" is the National Association of Schoolmasters Union of Women Teachers
- 1.19 "NUT" is the National Union of Teachers
- 1.20 "UNISON" is the public service union.
- 1.21 "Voice" is a Union for Education Professionals.
- 1.22 "Central Office" refers to the central services division of ULT
- 1.23 "Either Side" means either the Management Side acting together or the Staff Side acting together.

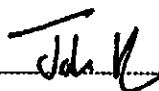
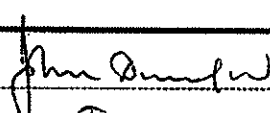

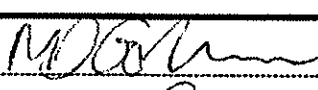

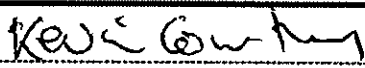
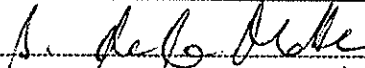



## **2 Preamble**

- 2.1 ULT 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 and employees who hold designated senior positions, to the extent set out in this Agreement.
- 2.2 The Agreement sets out the arrangements by which recognition is applicable at national and local levels.
  - (a) Part 1 of the Agreement sets out arrangements for negotiation and statutory consultation including reorganisation, redundancy and staff transfers;
  - (b) Part 2 of the Agreement sets out the arrangements for other staff consultation and the dissemination of information;
  - (c) Annex A of the Agreement sets out the arrangements for the appointment of Academy lay representatives, Safety Representatives and Learning Representatives;
  - (d) Annex B of the Agreement sets out the arrangements for time off and other facilities granted by ULT and ULT Academies.
  - (e) Annex C of the Agreement sets out guidance on the information to be shared between ULT and the recognised unions
  - (f) Annex D of the Agreement sets how Designed Senior Positions are identified.
  - (g) Annex E of the Agreement sets out a protocol for local level arrangements.
- 2.3 ULT acknowledges the right of each ULT recognised trade union to organise and represent its members who are employees within ULT individually and collectively on terms and conditions of employment.
- 2.4 Each ULT recognised trade union acknowledges for its part the responsibility and duty of ULT to manage its business in efficient and effective manner.

## **3 Amendment to and Termination of the Agreement**

- 3.1 The Agreement remains in force until such time as the membership of the ULT recognised unions taken together as a group falls below 40% of the Workforce.
- 3.2 If in the future any trade union not recognised within the Agreement is able to satisfy ULT that its membership has risen above 20% of those ULT employees who are eligible to be its members, that organisation will be offered recognition discussion.
- 3.3 In support of this, ULT recognised unions agree to provide ULT with membership information within the Workforce and designated senior positions (omitting individual employee names) every three years, the first time being at the initial date on the Agreement.
- 3.4 Either the Management Side or the Staff Side may propose amendment to the Agreement at any time, such proposals to be submitted in writing and to be considered by the JNC. Amendment to the Agreement requires the agreement of both Sides (see paragraph 8.2) and takes effect from the date agreed as part of the amendment.
- 3.5 This Agreement does not in any way constitute a legally enforceable contract between the parties to it.

Signed		Date	7.7.10
Name	John Humphreys	Position	HR Director
			For ULT
Signed		Date	12.5.10
Name	JOHN DUNFORD	Position	General Secretary
			For ASCL
Signed		Date	12/5/10
Name	Martin Johnson	Position	Deputy General Secretary
			For ATL
Signed		Date	28/7/10
Name	MAGNUS GORHAM	Position	Assistant Secretary
			For NAHT
Signed		Date	
Name	Chris Keates	Position	General Secretary
			For NASUWT
Signed		Date	16.4.2010
Name	KEVIN COURTNEY	Position	DEPUTY GENERAL SECRETARY
			For NUT
Signed		Date	23.6.10
Name	Bruni de la Motte	Position	National Officer
			For UNISON
Signed		Date	12/5/10
Name	PHILIP PARKIN	Position	GEN SEC
			For Voice

## **PART 1: ARRANGEMENTS FOR NEGOTIATION AND STATUTORY CONSULTATION**

### **4 Joint Negotiating Committee (JNC)**

- 4.1 The ULT recognised unions are the only unions with which ULT conducts negotiation and statutory consultation on collective or individual matters of employment for staff.
- 4.2 Membership of the JNC as set out below includes representatives from ULT and from the ULT recognised unions.
- 4.3 Matters which will normally fall within the remit of the JNC to consider are
- (a) Negotiation and statutory consultation in respect of the Workforce including:
    - (i) Pay (including pay structure) and pensions;
    - (ii) Terms and conditions of service (including hours, holiday, sickness and other benefits);
    - (iii) Staff discipline, capability and grievance procedures;
    - (iv) Statutory consultation on redundancies, reorganisations and staff transfers;
    - (v) Amendments to and renewal of the Agreement including time off and other facilities as set out in Annex B.
  - (b) Negotiation and statutory consultation in respect of designated senior positions as set out in the above paragraph but excluding
    - (i) Pay, pay structure and pensions;
    - (ii) Performance management and review arrangements
    - (iii) Working Time
    - (iv) Professional duties.

### **5 Membership of the JNC – Management Side**

- 5.1 The Management Side will include
- (a) HR Director or Deputy Chief Executive or equivalent as appropriate (chair)
  - (b) Head of HR Operations or equivalent as appropriate
  - (c) Such others as appointed by ULT but so that the total number on the management Side will not exceed eight. This will include the HR Policy Development Manager.
- 5.2 The Head of HR Operations will appoint a Management Side Secretary, who will normally provide administrative support for each meeting.
- 5.3 Any member of the Management Side may on a meeting-by-meeting basis be represented by a substitute who should normally be a member of the ULT executive team or a senior advisor. The name of any substitute should be given in writing to the Staff Side Secretary at least three days in advance of the meeting.
- 5.4 For specific items under discussion and identified on the agenda, the Management Side may be accompanied by a technical advisor. The name and technical role of the advisor should normally be notified in writing to the Staff Side Secretary at least three days in advance of the meeting.
- 5.5 ULT will normally provide administrative support for each meeting.

### **6 Membership of the JNC –Staff Side**

- 6.1 The Staff Side will consist of eight people, one from each ULT recognised union with the exception of UNISON, which will be represented by two people.



- 6.2 Each ULT recognised union, with the exception of UNISON (see following), will appoint on an annual basis on 1<sup>st</sup> September each year a representative to be a member of the Staff Side of the JNC. The person appointed by the union will normally be a national official or a paid officer of the union (within the meaning of Section 119 of the Trade Union and Labour Relations (Consolidation) Act 1992) but may be an Academy lay representative from one of the ULT Academies chosen from amongst all that union's Academy lay representatives by the union following due process.
- 6.3 UNISON will have two members on the Staff Side of the JNC in order to ensure effective discussion and representation of support staff interests. One person appointed by the union will normally be a national official or a paid officer of the union. The other will normally be a UNISON Academy lay representative from one of the ULT Academies chosen from amongst all that union's Academy lay representatives by the union following due process
- 6.4 The Staff Side Secretary will notify the HR Director in writing by 1<sup>st</sup> September each year the names of the Staff Side representatives.
- 6.5 The Staff Side will appoint on an annual basis a Staff Side Secretary from amongst their number.
- (a) The Staff Side Secretary will normally hold office for one year from 1<sup>st</sup> September each year;
  - (b) Following appointment, the name of the Staff Side Secretary must be notified to the HR Director;
  - (c) The Staff Side Secretary will ensure that the Management Side Secretary has up-to-date contact details for Staff Side members in order to facilitate the distribution of papers by the Management Side Secretary.
- 6.6 Any member of the Staff Side may on a meeting-by-meeting basis be represented by a substitute who may be a paid officer of the union, a national official or an Academy lay representative. The name of any substitute should normally be given in writing to the Management Side Secretary at least three days in advance of the meeting.
- 6.7 For specific items under discussion and identified on the agenda, the Staff Side may wish to be accompanied by a technical advisor of their collective choice. The name and technical role of the advisor should normally be notified in writing to the Management Side Secretary at least three days in advance of the meeting.

## **7 Procedures for the JNC**

### **7.1 Meetings**

- (a) Meetings of the JNC will normally be held at least twice a year at an agreed location for the formal opening and closing of the negotiation round. More frequent meetings may be called as agreed.
- (b) The date, time and location of meetings will be determined by the Management Side Secretary in consultation with the Staff Side Secretary taking into account the desirability of maximum attendance.
- (c) Either Side may call a meeting of the JNC subject to reasonable notice, normally at least 10 working days, by notification in writing to the other Side Secretary.
- (d) Meetings of the JNC will normally be chaired by the HR Director or Deputy Chief Executive, Head of HR Operations or equivalent.



- (e) A meeting of the JNC will be quorate if two members of the Management Side and five members of the Staff Side (or, where applicable, substitutes) are in attendance.

#### 7.2 Sub-committees

- (a) The JNC will act as a single table for all matters of business other than pay structure, performance management and other items as agreed where the interests of the different key staff groups are significantly different. On such matters the JNC may establish sub-committees related to the different key staff groups as necessary.
- (b) The JNC may also establish any other sub-committee as required.
- (c) Any sub-committee of the JNC is required to report its findings and recommendations to the full JNC for noting at the earliest appropriate opportunity.
- (d) Any sub-committee created under the above arrangements will stand down as and when it is no longer required.
- (e) Either Side may invite technical advisors to attend a meeting of the sub-committee for specific items on the agenda.

#### 7.3 Agendas

- (a) Either Side may submit items for the agenda for the JNC or for any of its sub-committees. All such agenda items along with all accompanying reports and papers should be submitted to ULT for processing at least 10 working days in advance of the meeting.
- (b) The agenda together with all attached papers will be issued by ULT to the Staff Side Secretary normally at least 5 working days in advance of the meeting. The Management Side Secretary is responsible for distributing papers to all Management Side members and the Staff Side secretary, who is then responsible for distributing the papers to all Staff Side members.
- (c) Urgent items may be accepted onto the agenda with shorter notice only with the agreement of both Side Secretaries.
- (d) Additional papers supporting an already agreed agenda item may be tabled without notice at the meeting only with the agreement of both Side Secretaries.

#### 7.4 Records of Meetings

- (a) ULT will provide administrative support to ensure that a record of each meeting of the JNC and any sub-committee is made.
- (b) The record of meeting is required to state clearly the agreed recommendations and conclusions reached of the JNC.
- (c) The record of meeting for all meetings of the JNC and all meetings of its sub-committees is to be included with the agenda papers for the following meeting of the full JNC.
- (d) A standing item on the agenda for all meetings of the JNC is the signing of the agreed records of meetings as a fair record by the Staff Side Secretary and the Management Side Secretary.

#### 7.5 Disclosure of Information

- (a) Arrangements for the Disclosure of information for the purposes of this Agreement will have regard to the relevant provisions of the ACAS Code of Practice (revised 1997).
- (b) A list giving guidance as to the nature of the information which ULT and the ULT recognised unions will make available to the JNC is given in Annex C.



- (c) This information, and any other information from time to time agreed by both Sides, is made available to the JNC in good faith solely for the purposes of negotiation and statutory consultation as set out within this Agreement.
- (d) Requests for information made by either side should be in writing, stating the purpose of the information in relation to the work of the JNC. Requests for information should be reasonable and should not normally give rise to additional work or expenditure. Where possible requests for information should be made in good time in advance of negotiations and should be as precise as possible.
- (e) In signing this Agreement all parties agree to hold such information in strict confidence and not to use or disclose such information other than for proper JNC purposes or as required by law.
- (f) The use made of this information must comply with the Data Protection Act and the ULT Data Protection Policy.

## **8 Coming to Agreed Recommendations, Making Decisions and Resolving Disputes**

- 8.1 The JNC is required to bargain in good faith and to agree recommendations to submit to ULT and to the ULT recognised unions for final approval and implementation. When the process of final agreement is complete, the decision(s) will be recorded as agreed decisions within the record of meeting for the JNC. The JNC itself does not have the power to take any decisions relating to terms and conditions of employment or to the Agreement.
- 8.2 Each agreed recommendation of the JNC will be an agreement between the Management Side and the Staff Side acting together. The arrangements whereby individual ULT recognised unions come to an agreed position amongst themselves are not the subject of this Agreement.
- 8.3 Terms about salary, holiday (and other terms designated as contractual) for the Workforce, employees who hold designated senior positions (as set out in Paragraph 4.3) or any part of it agreed by the JNC will be incorporated in the contracts of employment of relevant employees if:
- (a) Staff Side and Management Side agree at JNC to recommend the terms; *and*
  - (b) The terms recommended by the JNC are agreed by (i) ULT and (ii) those ULT recognised unions representing employees whose terms are being changed.
  - (c) This applies whether the relevant employees are members of a trade union or not.
  - (d) For these purposes
    - (i) UNISON is recognised for support staff;
    - (ii) ATL, NAHT, NASUWT, NUT, Voice and ASCL are recognised for teaching staff;
    - (iii) Any of the above in (i) and (ii) is recognised as representing employees who hold designated senior positions and who are members of that union.
  - (e) Such changes will be notified to the relevant employees in writing within one calendar month of the change being agreed.
- 8.4 Avoiding Dispute
- (a) It is recognised that good communication is at the heart of the relationships between ULT, the Workforce, employees who hold designated senior positions and the ULT recognised unions. Every effort will be made by both sides to ensure the provision of regular information and on-going consultation.

- (b) Where it proves difficult to reach an agreed position, every effort will be made to resolve the situation in a way that is acceptable to both sides, avoiding escalation.
- (c) The keeping of an accurate record of meetings of the JNC including a clear and sufficiently detailed record of agreed recommendations and decisions is central to the avoidance of dispute.
- (d) Where an issue is proving difficult to resolve, both sides will seek to agree the appropriate steps required in order to reach agreement. Each situation will need to be judged on its merits, but such steps might include one or more of the following:
  - (i) Substituting for or adding to the individuals currently involved in the negotiation. The proposed changes to the individuals involved in the negotiation should normally have the agreement of both sides,
  - (ii) The use of external or additional expert advice;
  - (iii) Creating an agreed cooling-off period;
  - (iv) Inviting an Advisory, Conciliation and Arbitration Service ("ACAS") advisor to attend the relevant meetings of the JNC at a sufficiently early stage before taking the dispute to a formal Collective Conciliation Service.

Where, despite all best efforts, an impasse has been reached the parties shall consult ACAS about the prospect of ACAS helping them to find a settlement of their differences through conciliation. If they invite ACAS to conciliate, all parties shall give such assistance to ACAS as is necessary to enable it to carry out the conciliation efficiently and effectively.

- 8.5 Where disputes arise over the interpretation of this Agreement the above dispute resolution procedure should be applied.
- 8.6 It is agreed that the ULT recognised unions would not, unless under exceptional circumstances, ballot members for industrial action until collective conciliation had been attempted through ACAS.



## **PART 2: ARRANGEMENTS FOR CONSULTATION AND THE DISSEMINATION OF INFORMATION**

### **9 The Importance of Communication**

9.1 ULT recognises that importance of timely and considered communication with employees and understands the benefits communication can bring, such as;

- (a) Improved organisational performance;
- (b) Improved decision making;
- (c) Improved employee performance, commitment, job satisfaction and work-life balance;
- (d) Improved level of trust.

### **10 Issues for Communication**

10.1 ULT will seek to inform employees on as wide a range of issues as is practicable. This will include issues such as the following:

- (a) Business and organisational development;
- (b) Staffing matters;
- (c) Health, safety and welfare;
- (d) Training and development;
- (e) Equal opportunities;
- (f) Other such matters as may be agreed to be appropriate.

### **11 ULT Consultation Framework**

11.1 ULT will use a variety of methods to communicate with and consult with employees, principally:

- (a) Annual Regional Consultation Forums;
- (b) Local JNC's held at the individual Academies;
- (c) Annual meetings for all staff, held at the individual Academies.

### **12 Regional Consultations Forums**

12.1 The purpose of the Regional Forums is to provide a mechanism for appropriate and timely consultation (other than statutory consultation) and the dissemination of information between ULT and the ULT recognised unions.

12.2 Matters discussed at meetings of the Regional Forums are those that relate to all ULT Academies.

12.3 The Regional Forums will discuss matters affecting the Workforce and items for discussion will include those detailed in paragraph 10.1 above.

12.4 The Regional Forums will not consider issues relating to pay or terms and conditions of employment that are the subject of collective bargaining or negotiation. Should a matter under discussion within the Regional Forums become the subject of negotiation it will be referred to a meeting of the national JNC.

12.5 The Regional Forums will not discuss any matters relating to an individual disciplinary, capability or grievance matter.



- 12.6 The Regional Forums will exchange information about current issues at national level affecting employment within ULT. This does not preclude or restrict information being provided to staff or Academy lay representatives by ULT through normal management channels.
- 12.7 Attendance at the Regional Forums will consist of union lay representatives from geographically identified clusters of Academies, in addition to representatives from ULT Central Office and both Staff Side and Management Side members of the national JNC.
- 12.8 A minute of the Regional Forums will be produced.

### **13 Local Joint Consultative Committee Meetings**

- 13.1 The purpose of local consultation is to discuss issues local to the individual Academy that have an impact on terms and conditions of Service (excluding national collective agreements, individual pay, grievance or disciplinary matters). Such discussions will include an exchange of information, be meaningful and timely, with all parties entering them in good faith and with a view to reaching agreement. Staff can raise appropriate matters with representatives and agendas will be drafted jointly with Representatives.
- 13.2 The Principal of each Academy will meet with their Academy's union lay representatives including the Health and Safety Representatives and the Learning Representative once every term, and additionally where necessary, to brief them and to consult with them on the areas detailed in paragraph 10.1 above. The items for the meeting may include ULT and Group issues as well as issues local to the academy, for example changes to staffing structures at individual academies. Following these meetings, the lay representatives will be responsible for cascading the information imparted to their members and the Principal will be responsible for communicating feedback from the consultation to the HR Director. A minute of the meeting will be produced.

### **14 Annual meeting for all staff within each Academy.**

- 14.1 The Principal of each ULT Academy will call a meeting of all staff engaged in work for the Academy at least once a year, or more often as necessary, to disseminate information about matters of business development or policy that might affect the work undertaken at the Academy. These meetings may coincide with planned staff meetings, but must include all workers at the Academy. Intended to inform and provide a mechanism for group consultation, they may be supplemented by newsletters or other communications at any time.
- 14.2 It would be normal for the Principal or a Vice Principal to chair these meetings. Minutes will be taken and should normally be displayed in the staff room. The Principal is responsible for ensuring that matters arising which require consideration or action from the JNC or from ULT are communicated to the HR Director.

- 15 As far as is possible, and at the invitation of the Principal, arrangements will be made for members of the Central Office executive to join at least one of these consultation meetings, detailed in paragraphs 13 and 14, per year. Their role at the meeting is to listen, to inform and to ensure that employees at each academy meet and get to know the Central Office team.



- 16 By arrangement with the Principal, members of the JNC, and in particular the national officers who make up the Staff Side are also encouraged to visit each ULT Academy. It would be entirely appropriate for this visit to coincide with a staff meeting as outlined in paragraph 15. Their role at the meeting is also to listen, to inform and to enable employees to get to know them as members of the JNC.

## **ANNEX A**

### **THE APPOINTMENT OF REPRESENTATIVES**

#### **1 Appointment of Academy lay representatives**

- 1.1 Each ULT recognised union has the right to appoint one or more Academy lay representatives in accordance with its own rules.
- 1.2 Each Academy lay representative must be a ULT employee within that Academy and a fully paid up member of the union in question.
- 1.3 The names of lay representatives must be notified to the Principal of the Academy in which they work by each ULT recognised union. Such notification must take place on 1<sup>st</sup> September each year and at any other time if the Academy lay representative changes.
- 1.4 The normal lines of communication between an Academy lay representative and ULT will be through the offices of the Principal.

#### **2 Appointment of Safety and Learning Representatives**

- 2.1 In addition to the right to appoint Academy lay representatives, within each ULT Academy each ULT recognised union has the right to appoint a Safety Representative and a Learning Representative.
- 2.2 Teaching unions within each ULT Academy are encouraged to agree upon joint representation through one person in respect of safety and in respect of learning.
- 2.3 Safety and Learning Representatives will normally have completed training in accordance with union requirements. In some instances it will be sufficient for the union to be able to confirm that the representative has previously gained the relevant experience and expertise in order to be able properly to carry out the required duties. ULT recognised unions are asked to notify the Principal of the Academy concerned of the name of the representative with confirmation that training has been completed or that it is expected to be within a period of six months.



## **ANNEX B**

### **TIME OFF AND OTHER FACILITIES**

#### **1 Introduction**

- 1.1 As part of the Agreement between ULT and the ULT recognised unions ULT will make provisions for reasonable time off for Academy lay representatives to fulfil union duties and engage in union activities and will make available reasonable access to ULT and Academy facilities.
- 1.2 Notwithstanding ULT's statutory responsibility to provide reasonable time off and facilities as set out below, it is hoped that requests will be made bearing in mind the operational constraints within the Academy and the over-riding need to work together to provide excellence in educational opportunities for all students in the Academy. The Principal has the right to refuse a request for time off or to ask for the request to be amended if in his or her view the request
  - (a) Is unreasonable; *or*
  - (b) Is likely to have a detrimental impact on the operation of the Academy and/or on teaching and learning; *or*
  - (c) Is not directly related to employment within the Academy.
- 1.3 Nevertheless, ULT, for its part, will seek to respond sympathetically to ensure that all employees have access to effective communication and representation.

#### **2 Number of Academy Lay Representatives Accredited for the purposes of Time Off**

- 2.1 ULT recognised unions may appoint as many Academy lay representatives as they wish. Within each Academy, ULT will accredit, for the purposes of time off and facilities under this Agreement, one Academy lay representative for each ULT recognised union.
- 2.2 Within each Academy, ULT will accredit, for the purposes of time off and facilities under this Agreement, one Safety Representative and one Learning Representative for each ULT recognised union. Teaching unions within each Academy are encouraged to agree upon joint representation through one person in respect of safety and in respect of learning. Where this pattern can be agreed, Principals will be able to respond more positively to requests for time off and facilities.
- 2.3 In addition, any Academy lay representative is statutorily entitled to take a reasonable paid time off to accompany an Academy colleague at a disciplinary, capability or grievance hearing so long as s/he has been certified by his/her union as being capable of acting in this capacity.

#### **3 Time Off with Pay for Union Duties and Training – Accredited Academy lay representatives**

- 3.1 Reasonable time off with pay, subject to the operational needs of the Academy, will be granted to accredited Academy lay representatives for the purposes of
  - (a) Carrying out union duties related to employment within the Academy;
  - (b) Training relevant to the carrying out of the above duties.

- 3.2 Union duties related to employment within the Academy may include duties in connection with consultation and the dissemination of information in respect of:
- (a) Terms and conditions of employment within the Academy;
  - (b) The physical conditions in which employees are required to work;
  - (c) Matters of discipline, capability and/or grievance;
  - (d) Union membership or non-membership.
- 3.3 Time off must be directly connected with or related to carrying out the above duties both in time and in subject matter. Time off may include, for example, reasonable time to:
- (a) Prepare for meetings or hearings;
  - (b) Consult with members within the Academy about matters related to employment within ULT and the Academy;
  - (c) Meet with full time officials to discuss issues directly relevant to the workplace;
  - (d) Disseminate information about matters related to employment within ULT to members.
- 3.4 Reasonable time off with pay, subject to the needs of the Academy, will be granted to accredited Academy lay representatives in order for them to undertake training relevant to the carrying out of their union duties. Such training must be undertaken within TUC accredited courses or official courses arranged by ULT recognised unions and should be chosen in order to increase the skills, knowledge and effectiveness of the Academy lay representative in their role within the Academy. Suitable training might include initial and/or further training:
- (a) In basic representational skills for newly appointed Academy lay representatives;
  - (b) In further on-going training in matters relevant to employment within ULT Academies;
  - (c) Where significant changes to terms and conditions of employment or to the organisation of work within the Academy are being contemplated;
  - (d) In response to significant changes in employment and other related legislation.

#### **4 Time Off with Pay for Union Duties and Training – Accredited Learning Representatives**

- 4.1 The development of high quality training and professional development for all staff is central to ULT's educational ethos. It is hoped, therefore, that there will be a close liaison between the work of the Learning Representative and the Principal to ensure that their respective training activities complement one another and that the scope for duplication is minimised.
- 4.2 The functions for which the Learning Representative may seek time off may include:
- (a) Providing information and advice about training and professional development matters;
  - (b) Consulting with the Principal about training and professional matters;
  - (c) Promoting, arranging and supporting training and professional development opportunities;
  - (d) Training in respect of undertaking these functions.



## **5 Time Off with Pay for Union Duties and Training – Accredited Safety Representatives**

- 5.1 The development of good policies and practices in respect of Health and Safety is an important element in the management of ULT Academies. It is hoped that Accredited Safety Representatives will work in close partnership with the Principal, external Health and Safety Advisors and others as delegated in order to ensure that the working environment is healthy and safe.
- 5.2 The functions for which the Safety Representative may seek time off may include:
- (a) Working with the Principal to investigate potential hazards and dangerous occurrences and to examine the possible causes of accidents at the workplace;
  - (b) Investigating concerns raised by employees relating to health, safety or welfare at work;
  - (c) Consulting with the Principal about health and safety matters;
  - (d) Promoting, arranging and supporting training and professional development for the Workforce and employees who hold designated senior positions in matters affecting the health, safety or welfare of employees in the workplace;
  - (e) Training in respect of undertaking these functions.

## **6 Time Off without Pay for Union Activities**

- 6.1 Any employee including Academy lay representatives, Learning Representatives and Safety representatives who are members of a ULT recognised union is permitted reasonable time off without pay to participate in union activity or to access the services of the Learning Representative.
- 6.2 Such union activity might include:
- (a) Attending workplace meeting to discuss, consult on and vote on issues relevant to the workplace;
  - (b) Voting in union elections;
- 6.3 Academy lay representatives may also request reasonable time off without pay, for example, to attend:
- (a) Branch, area or regional meetings where the business of the union is under discussion;
  - (b) Meetings with full time officials to discuss issues not directly relevant to the workplace;
  - (c) Official union policy making bodies or annual conference.

## **7 Procedures for Seeking Time Off**

- 7.1 ULT recognised unions are required to notify the Principal in writing giving details of all Academy lay representatives, the name of the Academy lay representative accredited for the purposes of time off, the Learning Representative and the Safety Representative. Such notification should normally take place on 1<sup>st</sup> September each year and at any other time if the employee holding the position changes.
- 7.2 Union representatives and members requesting time off to undertake union duties, union activities or to access the services of the Learning representative should do so in writing to the Principal and should provide as much notice as possible, the length of which will depend on the particular circumstances. The request should set out:
- (a) The purpose of such time off;

- (b) The location;
- (c) The time and duration of the time off requested.

- 7.3 Where the accredited Academy lay representative makes a request for time off to attend training, s/he should, in addition, provide the Principal with details of the training course.
- 7.4 When deciding whether requests for time off should be granted, the Principal will take into account the reasonableness of the request and its potential impact on the work of the Academy.

## **8 Access to Facilities**

- 8.1 Where resources permit, the Principal will endeavour to make available reasonable facilities to the accredited Academy lay representatives in order that they are properly able to undertake their role.
- 8.2 Such facilities might include where available:
- (a) Accommodation for meetings;
  - (b) Access to telephone and other office equipment including a computer and email;
  - (c) The use of a notice board or electronic equivalent, subject to compliance with the ULT Data Protection Policy
- 8.3 Where the provision of other facilities results in significant additional costs being incurred, ULT may consider making an appropriate charge.

## **9 Initial Members of the JNC (November 2003)**

- 9.1 Management Side
- (a) Deputy Chief Executive: Charlotte Rendle-Short
  - (b) Group HR Executive: Emma Thompson
  - (c) ULT HR Advisor: Elaine Green
- 9.2 Staff Side
- (a) Still to be completed



## ANNEX C

### DISCLOSURE OF INFORMATION FOR COLLECTIVE BARGAINING PURPOSES

#### Introduction

- 1 The purpose of this annex is to give guidance about information to be disclosed by ULT to the ULT recognised unions in order that they can effectively discharge their collective bargaining duties. The annex takes into account provisions of the Trade Union and Labour Relations (Consolidation) Act 1992 and the ACAS Code of Practice containing relevant guidelines.
- 2 ULT has a statutory duty to disclose information, where the ULT recognised unions have put their request for information in writing.
  - (a) Where that information is required for the purposes of collective bargaining as set out in paragraph 4.3 of the Agreement and relates to the terms and conditions of relevant groups of employees;
  - (b) In accordance with good industrial relations;
  - (c) Without which the ULT recognised unions would be impeded to a material extent in bargaining.
- 3 Arrangements within the terms of the Agreement relate to collective bargaining at national level in relation to all Academies. There is no provision within the Agreement for collective bargaining for an individual Academy. Information to be disclosed will, therefore, be primarily that relating to Academies as a whole.
- 4 Information will not be disclosed where:
  - (a) The disclosure of information would contravene other legislation;
  - (a) The disclosure of that information would result in an unreasonable cost or amount of work;
  - (b) The information has been given to ULT in confidence or was obtained for legal purposes;
  - (c) Information relating specifically to an individual unless those individuals have consented to the disclosure;
  - (d) The disclosure of the information would damage ULT.
- 5 The list of information to be disclosed as set out below is not exhaustive. Additional information, required in relation to particular circumstances, may be requested from time to time.
- 6 The information to be disclosed would normally be provided on an annual basis relating to a particular academic year and would normally be available by the start of December following the year-end.
- 7 Then information requested by trade unions will be presented within the following categories:
  - (a) Academy
  - (b) Gender
  - (c) Age
  - (d) Length of service
  - (e) Ethnicity

- (f) Part time/Full time
- (g) Temporary staff
- (h) Job type

## **Information to be Disclosed**

### **8 Finance**

General financial information as submitted to Companies House.

### **9 Conditions of service**

- (a) Pay and performance systems;
- (b) Job evaluation and grading structures;
- (c) Employment policies;
- (d) Health, safety and welfare matters.

### **10 Workforce**

- (a) Staffing structure for each Academy showing job titles and line management relationships;
- (b) Turnover;
- (c) Absenteeism (sickness, maternity, adoption & paternity leave);
- (d) FTE analysis: Teacher/pupil ratio and employee/pupil ratio;
- (e) Starter and Leavers.

### **11 Pay**

Total pay bill and average salary in relation to the main employment groups.

### **12 Training**

Number of paid and unpaid training days per FTE in relation to the main employment groups.

## ANNEX D

### DESIGNATED SENIOR POSITIONS

- 1 Designated senior positions are specific to each Academy. The decision as to whether a post is a designated senior position or not is made by the Local Governing Body and the Principal in consultation using the guidelines set out in this document. Some adjustments to the criteria may be required in the circumstance where the Academy is starting with one year group at a time and so may have a different requirement for the pattern of leadership responsibilities.
- 2 A re-evaluation of decisions in respect of the senior designated positions within the Academy will be made at the point at which
  - (a) The person holding a designated senior position post changes;
  - (b) The leadership structure of the Academy is reviewed.
- 3 The intention is that the number of employees who hold designated senior positions is quite small, probably not more than ten in any one Academy and sometimes only two.
- 4 In principle, designated senior positions are those with a leadership rather than a management focus. In deciding whether a position falls into this category, the Local Governing Body and the Principal will consider the extent to which the following requirements are met:
  - (c) A leadership role in which there is a shared responsibility with the Principal to promote, articulate and disseminate the vision and ethos of the school;
  - (d) The authority to speak on behalf of the Principal;
  - (e) Is a member of the Senior Leadership Team and is directly line managed by the Principal;
  - (f) Substantial accountability for Academy wide issues which are contained in or contribute to improvement objectives, for example, performance, standards and pupil achievement;
  - (g) Outward facing responsibilities in respect of, for example, the Academy's public presence locally and nationally.
- 5 Although this note uses specific job titles, equivalent job titles are also assumed in relation to each. For example, this note refers to Principal. Equivalent job titles might be Head, Director, Warden, etc. This list is not exhaustive.
- 6 In all Academies both the (i) Principal and (ii) Deputy or Vice Principal will be designated senior positions.
- 7 In some Academies designated senior positions may also include (iii) Assistant Principal. This will depend on factors such as:
  - (h) Size of the school
  - (i) Staffing structure
  - (j) Membership of the senior leadership team



- 8 In a through school Academy designated senior positions may also include (iv) Head of the Primary School.
- 9 In a large Academy, designated senior positions may also include Heads of significant sections for example (v) Head of Lower/Middle/Upper School and/or (vi) Head of Sixth Form.
- 10 Where these posts are substantial and where they are included within the senior leadership team, designated senior positions may also include support staff posts such as (vii) Bursar/Chief Financial Officer or (viii) Head of Network Services.  
This will depend on factors such as:
  - (k) Size of the school
  - (l) Staffing structure
  - (c) Membership of the senior leadership team
- 11 The above note does not preclude other senior posts that carry substantial responsibilities being included as a designated senior position.
- 12 These arrangements may be amended from time to time through consultation and agreement between ULT and its recognised Trade Unions.

## ANNEX E

### PROTOCOL FOR LOCAL ARRANGEMENTS: GENERAL PRINCIPLES

#### Introduction:

The ULT and its recognised trade unions have agreed that it would be useful to set down some principles to govern how discussions should take place at local level within the individual Academies on issues of concern to Academy Principals or to union representatives and their members. These principles are designed to be additional to the provisions of the recognition agreement, which deals with communications between Academy Principals and their staff.

- 1 In its national context, ULT negotiates and consults directly with its recognised unions on terms and conditions of employment across all ULT Academies. Matters which fall within this remit also include those which are relevant to the workplace, affecting employees in all Academies and which require a consistent approach for legal or other reasons.
- 2 There will, undoubtedly, be some matters which need to be discussed and resolved at the local level within each individual Academy. These will include matters:
  - (a) Relevant to individual employees and their employment;
  - (b) Which relate to the workplace at the individual Academy and which are outside the national negotiation and consultation arrangements;
  - (c) To do with the application of the terms of nationally agreed terms and conditions within individual Academies, particularly those elements of terms and conditions which provide some discretion to Academy Principals;
  - (d) Matters which are not the subject of any national agreement.

An example of (a) might be individual matters relating to TUPE. An example of (b) might be local issues relating to health & safety. An example of (c) might be the policy on special leave or trade union facilities, in any individual Academy. An example of (d) might be the pattern of the Academy day which is not the subject of any national agreement.

- 3 The ULT and its recognised trade unions have, however, agreed that it is not their intention that the agreements reached at national level should be subject to reconsideration or renegotiation at local level. Both ULT and its recognised Trade Unions are committed to the JNC national negotiating committee process and to the agreements reached at national level.
- 4 In order to discuss and resolve those matters outlined in 2, it is expected that there will be dialogue at a local level between representatives of ULT's recognised Trade Unions and the Principal or his/her deputies. As far as possible, it is hoped that such matters can be settled at Academy level. Local level discussions between Academy Principals and local trade union representatives should take place both on a regular basis and whenever either party deem it necessary.

- 5 There will be occasions when it is appropriate for those at local level who are seeking to resolve an issue to seek assistance. It would be expected that;
  - a. Local union representatives would seek assistance from appropriate union representatives from outside the Academy;
  - b. The Principal or his/her deputies would seek assistance from ULT's HR department;
  - c. There may also be occasions when it is agreed that a matter be brought by both parties to the national table (the JNC) for assistance.

An example of (c) might be where issues at local level lead either party to consider that the terms of national agreements should be revisited. This could lead to these issues being referred to the JNC committee at national level for further discussion.

- 6 With regard to the application of agreements reached at national level, however, it is not intended that the JNC committees should be used as machinery for the resolution of individual cases of grievance.
- 7 In cases where local level dialogue fails to achieve agreement between ULT Representatives and Trade Union Representatives, in particular on matters which might become the subject of collective dispute, it would be appropriate to consult the ULT HR Executive and/or the individual union's representatives on the JNC national machinery in order to seek to find a resolution.
- 8 Good communications between ULT representatives and Trade Union representatives are very important and will allow clear statements about policy to be communicated effectively. Local level dialogue will enable matters of interest and importance to both parties to be shared. We have agreed that it is important that an ongoing relationship of trust and confidence is as important at local level as at the national level. The ULT will encourage Academy Principals to observe the above principles. The unions will similarly encourage their local representatives to do likewise; an important element of this will be keeping Academy Principals informed at the earliest opportunity of discussions with external union representatives at national or local level and any planned visits to the Academy by such representatives.
- 9 These arrangements may be amended from time to time through consultation and agreement between ULT and its recognised Trade Unions.