



Beacon Academy Trust

A COMPELLING VISION FOR SUCCESS

Trade Union Recognition and Machinery for Consultation and Negotiation

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1. Parties, Coverage and Definitions

1.1 The Beacon Multi Academy Trust (BMAT) the 'Trust' recognises the following trade unions for individual and collective representation, consultation and negotiation purposes:

- The teacher unions; ATL, NASUWT, NAHT, ASCL, NUT and Voice;
- The support and other professional school staff GMB, UNISON and Unite.

2 Principles and Objectives

2.1 The Trust recognises the independent trade unions identified in this agreement for the purposes of collective bargaining, consultation and individual staff representation on behalf of the whole workforce.

2.2 This agreement is intended to promote and assist in the establishment of:

- Jointly agreed pay and conditions of employment;
- Good practice with regard to matters of employment and health and safety;
- Effective communication;
- Participation and involvement of staff;
- Effective and prompt resolution of issues and disputes;
- Equal opportunities in employment; and
- Professional issues concerning teaching and learning, including issues relating to the curriculum, behaviour policy etc.

2.3 The trade unions recognise that it is the Trust's responsibility to plan, organise and manage the delivery of education to the students at the academies.

2.4 In turn, the trust recognises the trade unions' right to represent and protect the interests of their members employed in the academies both individually and collectively.

2.5 The trust believes that representative trade unions help ensure good employee relations, encourage employees to become union or professional association members and will inform new appointees accordingly. The academies will provide the trade unions with names and work locations of new appointees and representatives annually.

2.6 The Trust and the trade unions declare their commitment to maintaining good industrial relations and agree to make every effort to resolve any difficulties which may arise and to ensure that this agreement is effective.

3. Trade Union Representatives

- 3.1 For the purposes of this agreement, the term “trade union representatives” includes workplace representatives, health and safety representatives and learning representatives.
- 3.2 Trade union representatives will be appointed in accordance with the rules of the individual trade unions concerned. The trade unions will inform the Academy in writing of the names of their appointed representatives annually.
- 3.3 The numbers of trade union representatives appointed shall be a matter for each union but the trade unions agree that the numbers shall be reasonable in relation to the number of members represented. The Academy will not decline to recognise appointed trade union representatives.
- 3.4 Trade union members shall be entitled to be represented by employed officials or local representatives of the trade union, where the trade union considers this to be necessary in the circumstances.
- 3.5 The trust undertakes that no trade union representatives will suffer any disadvantage as a result of undertaking this role on behalf of trade union members.

4. Facilities for Trade Union Representatives and Members

- 4.1 The Trust and its academies agrees to provide 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 earlier in this agreement.
- 4.2 The Trust will permit trade union representatives reasonable time off with pay at the exigencies of the service during their normal working hours (including release from timetabled teaching and learning support in the classroom) for the purpose of carrying out trade union duties.
- 4.3 The Trust will also permit trade union representatives time off with pay at the exigencies of the service within their normal timetabled working hours (including release from timetabled teaching and learning support in the classroom) where necessary, in particular to prepare for and/or attend meetings or to consult with employed officials of their union. Trade union representatives will give as much notice as possible of the need for such time off.
- 4.4 The Trust will seek to ensure that all meetings convened by the Academy and involving trade union representatives take place within their normal working hours.

- 4.5 The Trust will participate in arrangements within the local authority area where management think its relevant to the business of the Academy with regard to time off with pay for any employees who are local or national trade union officers in order to permit time off with pay at the exigencies of the service for trade union duties undertaken in that capacity.
- 4.6 The Trust and the trade unions are committed to ensuring that trade union representatives receive appropriate training to allow them to discharge their trade union duties. The trade unions will provide appropriate training to their representatives. The Academy will permit trade union representatives reasonable time off with pay to attend relevant training courses run by their trade unions or by other appropriate bodies.
- 4.7 The Academy will provide the following facilities to trade union representatives:
- Reasonable accommodation to hold meetings and to interview members in a confidential manner;
 - Confidential access to and reasonable free use of telephone, fax and email facilities and computing and photocopying facilities;
 - Notice boards in the staff room;
 - Space on the academy intranet kept up to date by the trade unions.

5. Trade union meetings

- 5.1 The Academy will allow trade union members to hold meetings on the premises outside their normal working hours, including at lunchtimes and immediately following the end of the student day. The trade unions will give reasonable notice of such meetings to the Academy. The Academy will not seek to place restrictions on the frequency or duration of such meetings or to the attendance of employed officials or local representatives of the trade union at such meetings.
- 5.2 The Academy will allow trade union members to hold and attend such meetings on the premises within their normal working hours, where appropriate to the urgency or nature of the matters to be discussed. Trade union representatives will give as much notice as possible to the Academy when seeking consent for such meetings. The Academy will not unreasonably withhold such consent to such meetings.
- 5.3 The Academy will allow trade union representatives and members reasonable time off during working hours at the exigency of the service for the purpose of taking part in trade union activity, including in particular representing the trade union at external meetings and conferences. Time off for trade union representatives and members to attend annual conferences and other policy-making conferences of their trade unions as a delegate will in all cases be time off with pay.

6. Disciplinary action involving trade union representatives

The Academy will not take disciplinary action against a trade union representative until a Full Time official of that trade union has been consulted. Any proposal to suspend a union representative without prejudice will be notified to a full time official.

7. Joint Consultative and Negotiation Committee

- 7.1 The Academy will provide the trade unions with appropriate information on financial and organisational issues in order to allow meaningful consultation and negotiation (including information required for collective bargaining and consultation in accordance with the ACAS Code of Practice). The trade unions agree to treat information with sensitivity in cases of commercial confidentiality.
- 7.2 The Academy and the trade unions agree to set up a Joint Consultative and Negotiation Committee (JCNC) consisting of representatives of both sides to undertake the following functions:
- The provision and sharing of information by the trade unions and the Academy;
 - consultation on employment procedures and working and organisational arrangements;
 - negotiation and agreement on the issues listed below.
- 7.3 The following matters shall, in particular but not exclusively, be considered by the JCNC:
- Negotiating machinery and procedures;
 - Terms and conditions of employment;
 - Staffing and pay structures;
 - Employment policies and procedures;
 - Matters of health and safety;
 - Operational issues affecting the deployment, security and prospects of staff;
 - Staff training and development;
 - Professional issues concerning teaching and learning, including issues relating to the curriculum, behaviour policy etc.;
 - Equal opportunities matters.
- 7.4 In regard to these items the Trust will employ all staff on the local and national terms and conditions for school teachers and support staff who are transferring to the Academy from LB Redbridge but reserves the right to review its policy on terms and conditions of employment as laid down in the machinery contained within this agreement .
- 7.5 The Trust and the trade unions agree that any dispute on interpretation of this agreement or any other matter will be referred initially to the JCNC for resolution.

7.6. The constitution and procedural agreement governing the JCNC is attached to this agreement as an Annex.

8. Failure to Agree

8.1 The Trust and the trade unions agree that it is in the interests of all parties that consultation and negotiations are carried out expeditiously and with the aim of reaching an agreed settlement.

8.2 If the Academy and the trade unions cannot reach an agreement, the matter may be referred to the Advisory Conciliation and Arbitration Service (ACAS) in order to seek resolution of the issue. Either party may determine that a matter is referred to ACAS for conciliation. Both parties must subsequently agree, where necessary, that a matter is referred to ACAS for arbitration.

8.3 Once a collective dispute has been raised within the procedure, neither side shall take industrial action of any kind in connection with the specific issue while the matter is within the procedure (including jointly agreed referral to ACAS or another conciliation service provider).

9. Commencement, Review, Variation & Termination

9.1 The provisions of this agreement may be reviewed at the request of either side or varied at any time by mutual agreement of all parties following discussion as an agenda item at a quorate meeting of the JCNC.

Constitution for the Joint Consultative and Negotiating Committee (JCNC)

1. Title

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

2. Purpose of Committee

The Committee has been established in support of the Principles and Objectives listed in Section 2 of the Recognition Agreement; and in order to consult and negotiate on the matters listed in Section 5 of that Agreement and other appropriate matters.

3. Representation at Meetings

- 3.1 The composition of the Academy representatives is the prerogative of the Academy but there will be an expectation that there will be regular attendance by the appropriate senior Academy officials at all JCNC meetings.
- 3.2 At a local level consultation and negotiation on terms and conditions issues will take place through the JCNC. Sub groups may sometimes meet to discuss issues which only affect teachers or support and other professional school staff. These sub groups will only be formed by joint agreement and will report back to the full JCNC.
- 3.3 The membership shall be determined annually.
- 3.4 Substitute representatives shall be permitted where necessary.
- 3.5 The office of Chair will be a member of the Academy leadership team.

4. Meetings

- 4.1 Meetings shall be held at least once per term unless. The date and agreed agenda shall be sent to members at least ten working days before each meeting. The agenda shall list the items for discussion but shall also allow other urgent business to be discussed. Any additional items should be specified before the meeting.
- 4.2 Special meetings shall be held where either the Academy or Union side submits a request in writing. The date and agenda for special meetings shall be sent to members no later than five working days after the request is submitted and the meeting shall take place no later than fifteen working days after the request is submitted.
- 4.3 The quorum for all meetings shall be two members of the Academy and members of at least 3 recognised Trade Unions.

- 4.4. Administrative support to the JCNC shall be provided by the Academy. The draft minutes of all meetings shall be circulated for agreement no later than ten working days after the meeting. The agreed minutes of all meetings shall be submitted to the local governing body for information.