

TRADE UNION RECOGNITION AGREEMENT

The terms of this Agreement may be varied by agreement of both parties at any full trade union meeting, provided that notice of the terms of the proposed amendment has been given to each member at least five working days prior to the meeting.

Approving Body	Trust
Date of Last Review	November 2022
Statutory (Y/N)	N
Responsible Officer	BMAT CEO for and on behalf of the Trust

1. Statement of Recognition

- a. It is to the mutual benefit of BMAT as an organisation and its employees that employees are represented by trade unions.
- b. BMAT recognises the trade unions named within this Agreement for the purposes of individual and collective representation, consultation and negotiation.

2. Scope of this Agreement: This agreement is between BMAT and the trade unions named below. Membership of a trade union is not a condition of employment and employees who choose not to join a trade union will not be the subject of any discrimination by BMAT. Recognition of other trade unions will be subject to a specific agreement between that union and BMAT.

- a. NEU - National Education Union;
- b. NASUWT – The Teachers’ Union;
- c. NAHT;
- d. ASCL – Association of School and College Leaders;
- e. VOICE;
- f. GMB;
- g. UNISON;
- h. UNITE.

3. This Agreement aims to:

- a. Ensure collaborative working to improve the working lives of employees, to maximise the contribution of employees and to remove any boundaries that may exist between management and trade unions;
- b. Recognise, develop and maintain the efficiency and success of the BMAT in providing education services to the local population;
- c. Promote and maintain mutual trust, respect and co-operation between BMAT, its employees and their trades unions;
- d. Maintain effective employee relations by the resolution of conflict of interests between BMAT and its employees through negotiation and consultation;

4. To achieve its aims all parties to this Agreement hereby agree to establish and maintain an organisation committed to quality, productivity and competitiveness and to co-operate in making any changes required to achieve and maintain this position; and to manage the common objectives under this agreement by:

- a. *Negotiation*, to reach agreements and avoid disputes;
- b. *Consultation*, to exchange views and influence decision-making;

- c. *Communication*, to keep all parties to this Agreement fully informed on the relevant issue(s);
 - d. *Representation*, to afford representation of employees who belong to the trade unions that are party to this agreement;
5. BMAT appreciates the trade unions' responsibility to represent the interests of their membership by maintaining high standards, achieving the objectives of the organisation and working towards fair and consistent employment conditions, with reference to union policies.

II. FACILITIES AND TIME OFF FOR TRADE UNION REPRESENTATIVES

6. BMAT will provide time off and other facilities which meet the requirements of the Trade Union and Labour Relations (Consolidation Act 1992) and the Employment Act 2002; and in accordance with the ACAS Code of Practice (2010) on Time off for Trade Union Duties and Activities.
7. The Agreement requires all parties to recognise that the needs of the service will always be given priority consideration.
8. Each recognised trade union will establish with the Clerk to the Trust the number of representatives within BMAT.
9. Each trade union will advise the Clerk to the Trust of the election/appointment of accredited representatives in writing, including the following information:
- a. Their name and role;
 - b. Their workplace;
 - c. The staff groups they will represent;
 - d. The date of commencement and expiry of accreditation; and
 - e. The name of the representative they are replacing, if applicable.
10. Each trade union will also advise management and/or the Clerk to the Trust as soon as practicable when a recognised representative ceases or gives notice of intention to cease being a representative.
11. Accreditation will be withdrawn on:
- a. Written notification from the trade union, as above;
 - b. Termination of employment;
 - c. Leaving the organisation for which recognition was granted; and
 - d. Through negotiation with the trade union and organisation concerned.
12. BMAT is the granter of recognition and access to facilities described in this Agreement. Redress on behalf of the Trade Unions is via the Collective Disputes Procedure. In

exceptional circumstances, BMAT may seek redress via e.g. ACAS if the actions of Trade Unions, their representatives or their officials run counter to this Agreement.

13. Trade Union Duties – for the purposes of this Agreement, the following functions are recognised as trade union duties:

- a. Participation as a member of joint trade union meetings;
- b. Participation in relevant negotiations;
- c. Representing groups or individual members from within the agreed constituency in matters relating to disciplinary proceedings, grievances, disputes, industrial action, the interpretation or application of terms and conditions of service, policies and procedures and equal opportunities;
- d. Informing members about negotiations and consultations with management.
- e. Meeting other accredited representatives or full-time officers of their trades unions to discuss any of the issues covered within this section.
- f. Participating in approved training, which is necessary for effective performance in the role of representative;
- g. Participating in meetings called by management to which they have been invited;
- h. Seek membership from all BMAT employees; and
- i. If authorised by the trade union concerned, to represent one or more BMAT employees before an external official body, which is concerned with an employee relations matter (e.g. employment tribunal, medical appeal tribunal or concerning industrial accidents).

14. Trade Union Activities - for the purposes of this Agreement the following will be regarded as trade union activities:

- a. Taking part, as a representative, in meetings of official policy-making bodies of the union concerned;
- b. Participating in union executive committees or annual conferences; and
- c. Voting at the workplace in trade union elections.

15. Representatives' Training.

- a. BMAT recognises that representatives need to possess the relevant skills and knowledge to perform their duties effectively;
- b. Trades unions acknowledge their responsibility for providing appropriate training.;
- c. BMAT may include representatives in appropriate training, which it organises, where it would assist in the performance of their duties;

- d. Applications for time off to attend relevant training must be made on the appropriate form at Appendix A, to the performance manager, and be accompanied by evidence of the training programme;
- e. The performance manager will indicate whether or not release is practicable and supported; and
- f. If any issue(s) arise concerning requests for approval for training, advice should be sought from HR.
- g. Wherever possible representatives will give at least four weeks' notice of the training.

16. Time Off – for Trade Union Duties

- a. During normal working hours, reasonable time off with pay will be granted to accredited representatives to undertake duties, subject to the 'reasonableness' of the request, which will be considered using factors such as operational requirements, the length of time requested, the notice given and the purpose for which it is requested.
- b. Where trade union duties are undertaken outside normal working hours, payment and time off in lieu will not be granted.

17. Time Off – for Trade Union Activities

- a. There is no statutory requirement that members or representatives of trades unions be paid for time off taken on activities of the staff organisations during working hours;
- b. Representatives of a trade union recognised by BMAT are entitled to a reasonable amount of unpaid time off during working hours to participate in union activities.

18. Time Off – for Union Learning Representatives

- a. BMAT will provide reasonable time off and facilities for union learning representatives which meet the requirements of the Employment Act 2002;
- b. Union learning representatives must be a member of a recognised trade union and may take reasonable paid time off to undertake the duties of a union learning representative, provided that the union has given written notice that the employee is a learning representative of that union.
- c. Time off for union learning representatives is allowed for analysing training needs, providing information or advice about training matters, arranging training, promoting training, preparing to carry out training and undergoing training.

19. Trade Union Health and Safety Representatives - H&S representatives need to receive suitable training to fulfil their functions. Their union will normally provide this. The role of the Safety Representatives will be:

- a. To represent staff and to facilitate effective co-operation in the development of measures to ensure health and safety at work;
- b. To consult with BMAT on behalf of those employees with whom the H&S representative is concerned with, regarding:
 - i. The introduction of measures at the workplace that may substantially affect the health and safety of those employee;
 - ii. The arrangements for appointing or nominating persons in accordance with Regulations 7(1) and 8(1) (b) of the Management of Health & Safety at Work Regulations 1999;
 - iii. Any H&S information required to be provided to the employees;
 - iv. The planning and organisation of any H&S training the organisation is required to provide to employees; and
 - v. The H&S consequences for the employees of the introduction of new technologies into the workplace.
- c. An accredited H&S representative is entitled to perform the following functions and will be allowed reasonable paid time off to undertake the following duties:
 - i. Investigate accidents, hazards and dangerous occurrences;
 - ii. Investigate complaints by employees about matters relating to health, safety and welfare at work;
 - iii. Make representations to the appropriate manager on matters arising from such complaints and investigations and on general issues affecting health and safety in the workplace;
 - iv. Carry out inspections of the workplace;
 - v. Represent employees in consultations with H&S inspectors;
 - vi. Receive information that Inspectors are required to provide;
 - vii. Assist in undertaking risk assessments; and
 - viii. Attend relevant Health & Safety training or meetings.

20. Union Meetings:

- a. BMAT recognises that it may be necessary to hold a trade union meeting during working hours e.g. to receive urgent reports on negotiations with BMAT on matters concerning employee relations.

- b. Permission to hold such meetings should be requested in advance giving as much notice as possible, to the Clerk to the Trust in the case of meetings involving total membership or to the appropriate manager(s) where the meeting concerns a single department or function;
- c. Permission will be subject to any over-riding operational requirement of BMAT;
- d. Where permission is given, meetings should be as concise as possible and held at a time that will cause as little disruption to services as possible.

21. Facilities for Trade Unions – BMAT will endeavour to provide the following to enable representatives to fulfil their roles;

- a. Facilities for accredited representatives to enable them to carry out their agreed functions;
- b. Accommodation for meetings;
- c. The use of notice boards on BMAT premises for displaying appropriate information relating to the trade unions;
- d. Facilities for representatives to meet privately with members (individually or in groups);
- e. Facilities for representatives to meet privately with full time officers of their trade union;
- f. Facilities for the holding of meetings between members and full time officers for any purpose covered by this Agreement;
- g. Facilities for trade union elections and ballots to take place during working hours;
- h. The use of telephone, photocopying, fax, word processing and computer facilities.
- i. The use of post and/or newsletters when material has to be distributed.

22. Full Time Union Officials will be permitted to visit the workplace in the performance of their duties.

TRADE UNION RECOGNITION AGREEMENT**APPENDIX A – REQUEST FOR TIME OFF (TRADE UNION REPRESENTATIVES)**

To be completed by the applicant	
Name	
Job Title	
Place of Work	
Trade Union / Professional Organisation	
Office held	
Date of Appointment to Office	
Details of Course / Conference	
Organising Body	
Summary of Content (enclose programme if available)	
Course / Conference Venue	
Date(s) of Course / Conference	
Signature of Applicant	
Date	

To be completed by the performance manager:	
Approved / Not Approved (delete as appropriate)	
Signature of Line Manager	
Date	

BMAT reserves the right to request a copy of the course syllabus or conference programme. It is the applicant's responsibility to book a place on the course and inform his/her trade union that s/he has/has not been permitted to attend. Places should only be booked when confirmation of approval has been received from BMAT.