



**TRADE UNION AND PROFESSIONAL ASSOCIATION
RECOGNITION AND MACHINERY FOR CONSULTATION AND
NEGOTIATION**

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MACHINERY FOR
CONSULTATION AND NEGOTIATION**

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1. PARTIES, COVERAGE AND DEFINITIONS

The Trust recognises the following trade unions and professional associations for individual and collective representation, consultation and negotiation purposes:

ATL, ASPIRE, NASUWT, GMB, UNISON, UNITE, ASCL, NAHT, VOICE, NUT. Other trade unions and/or associations as may be agreed or statutorily required.

This recognition agreement applies in respect of employees in the following categories:

- a) teaching staff
- b) support and other professional school staff
- c) Other categories of staff as may be agreed.

Throughout this agreement, the following definitions apply:

- a) “The Academy” means the governing or other body responsible for the running of an individual Academy and other persons or bodies having responsibility for the management of the Academy;
- b) The Trust means the InSpire Multi-Academy Trust.
- c) The Academies refers to the Academies within the Trust.
- d) “The trade unions” means the recognised trade unions and professional associations as listed above;
- e) Other definitions as appropriate.

2. PRINCIPLES AND OBJECTIVES

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.

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

- a) jointly agreed pay and conditions of employment;
- b) good practice with regard to matters of employment and health and safety;
- c) effective communication;
- d) participation and involvement of staff;
- e) effective and prompt resolution of issues and disputes;
- f) equal opportunities in employment; and
- g) Professional issues concerning teaching and learning, including issues relating to the curriculum, behaviour policy etc.

The trade unions recognise that it is the Trust and individual academy's responsibility to plan, organise and manage the delivery of education to the young people at the Academies.

In turn, the Trust recognizes the trade unions' right to represent and protect the interests of their members employed in the Trust both individually and collectively. The Trust believes that representative trade unions help ensure good employee relations, encourage employees to become union members and will inform new appointees accordingly. The Trust will provide the trade unions with names and work locations of new appointees.

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

For the purposes of this agreement, the term "trade union representatives" includes workplace representatives, health and safety representatives and learning representatives.

Trade union representatives will be appointed in accordance with the rules of the individual trade unions concerned. The trade unions will inform the Trust and Individual Academies, as appropriate, in writing of the names of their appointed representatives.

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.

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.

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

The Trust agrees to provide appropriate 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.

5. TIME OFF WITH PAY FOR TRADE UNION REPRESENTATIVES

The Trust will permit trade union representatives reasonable time off with pay 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. The details of available facilities time are a subject for the JCNC to agree if necessary.

The Trust will also permit trade union representatives reasonable time off with pay 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. The details of the available facilities time for this purpose are a subject for the JVNC if necessary.

The Academy will seek to ensure that all meetings convened by the Trust and involving trade union representatives take place within their normal working hours.

The Trust will seek agreement with the relevant local authorities to facilitate participation in arrangements within the respective local authority areas, or nationally if appropriate, 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 for trade union duties undertaken in that capacity. The facilities time available for such roles is a subject for the JCNC if necessary.

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 Trust will permit trade union representatives reasonable time off with pay to attend training courses run by their trade unions or by other appropriate bodies.

In addition it is possible for the Trust to fund/subsidise such training where it either meets an individual's CPD needs or a specific academy need. Such training is often of high quality and excellent value for money.

6. OTHER FACILITIES FOR TRADE UNION REPRESENTATIVES

The Trust will provide the following facilities to trade union representatives:

- a) reasonable accommodation to hold meetings and to interview members in a confidential manner;
- b) confidential access to and reasonable free use of telephone, fax and email facilities and computing and photocopying facilities;
- c) reasonable access to administrative and secretarial services;
- d) secure office/storage space;

e) individual notice boards in all staff rooms;

7. TIME OFF FOR TRADE UNION ACTIVITIES

The Trust will allow trade union representatives and members reasonable time off during working hours for the purpose of taking part in trade union activity, including in particular representing the trade union at external meetings and conferences. The facilities time available for such roles is a subject for the JVNC when necessary.

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. In all cases, where discussion is requested, such time is an appropriate subject for the JCNC.

8. DISCIPLINARY ACTION INVOLVING TRADE UNION REPRESENTATIVES

The Trust will not take disciplinary action against a trade union representative until an employed official of that trade union has been consulted.

9. JOINT CONSULTATIVE AND NEGOTIATION COMMITTEE

The Trust 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 and due confidentiality in cases of genuine commercial and/or professional interests or issues.

The Trust 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:

- a) the provision and sharing of information by the trade unions and the Trust;
- b) consultation on employment procedures and working and organizational arrangements;
- c) Negotiation and agreement on the issues listed below.

Before implementing any changes in employment procedures and working and organisational arrangements, the Trust will undertake consultation and negotiation with trade union representatives through the JCNC.

The following matters shall, in particular but not exclusively, be considered by the JCNC:

- a) negotiating machinery and procedures
- b) terms and conditions of employment
- c) staffing and pay structures

- d) employment policies and procedures
- e) matters of health and safety
- f) operational issues affecting the deployment, security and prospects of staff
- g) staff training and development
- h) professional issues concerning teaching and learning, including issues relating to the curriculum, behaviour policy etc
- i) equal opportunities matters.

In regard to these items Trust will, unless any variation has been formally consulted upon and legally adopted, employ all staff on the respective national terms and conditions for school teachers and support staff as applicable to their respective contracts, where National Pay and Conditions exist.

The Trust commits to commencing consultation on any potential variation from National Terms and Conditions through the JCNC.

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.

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

10. FAILURE TO AGREE

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.

If the Trust 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 may subsequently agree, where necessary, that a matter is referred to ACAS for arbitration.

Where both parties agree alternative arbitration/conciliation/mediation may be used.

The Trust shall reserve the right of the employer to act in good faith but at its own risk where resolution has not been reached and action is deemed necessary by the Trust.

Whilst these procedures are being followed the Trust and Trade Unions/Associations will honour the status quo ante during the initial period of consultation and/or negotiation; however in the event of either party considering after having attempted consultation/negotiation; then the status quo ante is not assured.

11. COMMENCEMENT, REVIEW, VARIATION & TERMINATION

This agreement comes into effect on the following date:

- a)
- b) The first review is due in the Academic Year
- c) Earlier review may be called by either party through the agenda.

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.

- a) Initial quorum set at a minimum of one teaching and one non-teaching Union association representative along with one Academy representative.
- b) The above to require at least two Unions are present even in the event one Union represents both groups.
- c) In the event of two sequential inquorate meetings this agreement shall be held in suspension until a quorate meeting is held and all parties are not bound by this agreement during such a period.
- d) For the avoidance of doubt; non-attendance by a Trust representative does not void the quorum.

The agreement itself may be terminated at any time by mutual agreement of JCNC; or through 12 months' notice of termination from the Trust or from the trade unions acting jointly. In the latter circumstance, either side will be entitled to place the matter for discussion upon the agenda of a meeting of the JCNC and subsequently to refer the matter to ACAS for arbitration in order to seek resolution of the issue. Any individual trade union may withdraw from this agreement through 12 months' notice of withdrawal.

ANNEX - CONSTITUTION FOR THE JOINT CONSULTATIVE AND NEGOTIATING COMMITTEE (JCNC)

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

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.

REPRESENTATION AT MEETINGS

The composition of the Trust Side is the prerogative of the Trust but there will be an expectation that there will be regular attendance by appropriate senior Trust representatives at all JCNC meetings.

At a national level consultation and negotiation on terms and conditions issues will take place through the JCNC. Additionally any and all parties are at liberty to make their own submissions and engage in their own consultations provided in all cases such are made known to 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. Additionally all parties reserve the right to make particular submissions regarding specific groups, e.g. Learning Support, Bursars that are not yet subject to National Agreement, provided always that they inform the JCNC this is occurring and as far as is possible, respecting confidential and commercial matters, inform all parties of the contents of their submissions.

The membership of each side shall be determined annually. Each side shall inform the other side promptly of any changes in representation.

Substitute representatives shall be permitted on both sides where necessary but each side shall seek to ensure that its nominated representatives attend all meetings.

Each side shall be entitled to be accompanied by an adviser with speaking rights.

The office of Chair shall alternate [annually] [at each meeting] between the Trust and Union sides or be mutually agreed prior to any meetings.

MEETINGS

Each side shall nominate, if necessary, a Secretary who shall be responsible for liaising with the other side on matters such as dates of meetings, agreement of agendas and draft minutes, issuing invitations and agenda to members etc.

Meetings shall as far as is reasonably possible be held once per term (as specified where 3 academic terms/year apply). The date and agreed agenda shall be sent to members, as far as is reasonably possible, 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 and agreed by both sides and will appear on the agenda as a standing item prior to planned business for consideration of acceptance or referral.

Special meetings shall be held where either the Trust or Union side submits a request in writing to the other side. 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, as far as is reasonably possible, take place no later than fifteen working days after the request is submitted.

Each Side shall be entitled to a pre-meeting prior to the meeting in order to discuss the business on the agenda. The time available to be drawn from the facilities agreement appended or, in the case of Trust business additional funding from the Trust.

The quorum for all meetings shall be as indicated above (main body point).

Administrative support to the JCNC shall be provided by the Trust. The draft minutes of all meetings shall be circulated, as far as is reasonably possible, to all Secretaries for agreement no later than ten working days after the meeting. The agreed minutes of all meetings shall be submitted to the governing body for information.