



# Model Agreement for Academies in England

Trade Union Recognition and Facilities and Machinery for Consultation and Negotiation



## MODEL AGREEMENT FOR ACADEMIES IN ENGLAND

### TRADE UNION RECOGNITION AND FACILITIES AND MACHINERY FOR CONSULTATION AND NEGOTIATION

#### INTRODUCTION

In accordance with the TUPE Regulations, trade union recognition rights for recognised trade unions are automatically transferred over when a maintained school becomes an academy. This move, from direct LA control to academy status, means that there is a need to clarify the specific working arrangements between the Unions and (name of school), particularly in respect of consultation and negotiation and facility time for Union Representatives. The terms of the Agreement which follows provide that clarification.

#### PARTIES, COVERAGE AND DEFINITIONS

1. The following trade unions are covered by this agreement:

- the teacher unions (ATL, NAHT, NASUWT and NUT) and the unions representing support and other professional school staff (GMB, UNISON and Unite);
- [other trade unions as may be agreed].

2. This agreement applies in respect of employees in the following categories:

- teaching staff (ATL, NAHT, NASUWT and NUT);
- support and other professional school staff (GMB, UNISON and Unite);
- [other categories of staff as may be agreed].

3. Throughout this agreement, the following definitions apply:

- “The Academy Trust” means the governing or other body responsible for the running of the Academy Trust and other persons or bodies having responsibility for the management of the Academy Trust, typically the Trustees, and its academies, typically local governing bodies and Principals;
- “The trade unions” means the recognised trade unions as listed above;
- [other definitions as appropriate].

#### PRINCIPLES AND OBJECTIVES

4. The independent trade unions identified in this agreement are recognised for the purposes of collective bargaining, consultation and individual staff representation on behalf of the workforce.

5. 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
- arrangements for discussion of professional issues concerning teaching and learning, including issues relating to the curriculum, behaviour policy etc.

6. This agreement is intended to be implemented alongside the obligations that the Academy Trust must meet in accordance with the TUPE regulations.

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

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

9. The Academy Trust believes that representative trade unions help ensure good employee relations. The Academy Trust will encourage employees to become union members, and will inform new appointees of their right to join a trade union. The Academy Trust will provide the trade unions with the names and work locations of new appointees, including Schools Direct, Teach First and student teachers.

10. The Academy 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.

## **TRADE UNION REPRESENTATIVES**

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

12. Trade union representatives will be appointed in accordance with the rules of the individual trade unions concerned. The trade unions will inform the Academy Trust in writing of the names of their appointed representatives.

13. 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 Trust will not decline to recognise appointed trade union representatives.

14. Trade union members have a statutory right to be represented by an official of their trade union. Whether that official is employed by the union or locally elected is a matter for the trade union.

15. The Academy Trust undertakes that no trade union representatives will suffer any disadvantage as a result of undertaking this role on behalf of trade union members.

## **FACILITIES FOR TRADE UNION REPRESENTATIVES AND MEMBERS**

16. The Academy Trust agrees to provide appropriate facilities to trade union representatives and members in order to enable them to discharge their union duties and undertake trade union activity and to facilitate the objectives of effective communication and consultation with employees and their representatives set out in this agreement.

17. The Academy Trust will make arrangements for the deduction and transfer of union subscriptions through payroll.

### ***Time off with pay for trade union representatives***

18. The Academy 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.

19. The Academy Trust will also permit trade union representatives 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 or local representatives of their union. Trade union representatives will give as much notice as possible of the need for such time off and no reasonable request will be denied.

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

21. The Academy Trust will participate in arrangements within the local authority area(s) with regard to trade union facilities time; and agrees both to contribute to pooled funding for time off with pay for trade unions' local officers and to provide time off with pay to any of its employees who undertake trade union duties in that capacity.<sup>1</sup>

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<sup>1</sup> An example of these arrangements can be found in the model constitution for a Joint Consultative and Negotiation Committee, [www.tuc.org.uk/sites/default/files/JCNCModelConstitutionJuly15.pdf](http://www.tuc.org.uk/sites/default/files/JCNCModelConstitutionJuly15.pdf)

22. The Academy 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 Trust 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 and no reasonable request will be denied.

### ***Other facilities for trade union representatives***

23. The Academy Trust 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;
- reasonable access to administrative and secretarial services;
- secure office/storage space;
- individual notice boards in all staff rooms;
- space on the academy intranet;
- all relevant documents, including those which provide information as to the structure and allocation of promoted posts applicable to the Academy Trust, the articles of government, the funding agreement and documents that set out the pay, conditions of service and the regulations of the Academy Trust which apply to the employees of the Academy Trust.

### ***Trade union meetings***

24. The Academy Trust 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 Principal. The Academy Trust 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.

25. The Academy Trust 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 Principal when seeking consent for such meetings. The Academy Trust will not unreasonably withhold such consent to such meetings.

### ***Time off for trade union activities***

26. In accordance with the ACAS Code of Practice the Academy 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.<sup>2</sup> 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.

### ***Disciplinary action involving trade union representatives***

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

### **JOINT CONSULTATIVE AND NEGOTIATION COMMITTEE**

28. The Academy 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 in cases of genuine commercial confidentiality.

29. The Academy 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:

- the provision and sharing of information by the trade unions and the Academy Trust;
- consultation on employment procedures and working and organisational arrangements;
- negotiation and agreement on the issues listed below for consideration by the JCNC.

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

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<sup>2</sup> An example of these arrangements can be found in the model constitution for a Joint Consultative and Negotiation Committee, [www.tuc.org.uk/sites/default/files/JCNCModelConstitutionJuly15.pdf](http://www.tuc.org.uk/sites/default/files/JCNCModelConstitutionJuly15.pdf)

31. The following matters shall, in particular but not exclusively, be considered by the JCNC<sup>3</sup>:

- 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.

32. In regard to these items, the following will apply:

- a) where at the point of transfer national terms and conditions apply, the Academy Trust will employ all staff on the national terms and conditions for school teachers and support staff. These terms may only be amended by mutual agreement as set out in Paragraph 39;
- b) where at the point of transfer terms and conditions apply that have been agreed with all unions, the Academy Trust will employ all staff on the agreed terms and conditions for school teachers and support staff. These terms may only be amended by mutual agreement as set out in Paragraph 39;
- c) where at the point of transfer, terms and conditions apply that have not been agreed with all unions, the Academy Trust will undertake, as part of this Agreement, to reach agreement with all unions on the terms and conditions for school teachers and support staff.

33. Within each Academy school, the Principal will schedule a termly meeting with workplace trade union representatives, and hold additional meetings as necessary, for the discussion of relevant issues with the purpose of ensuring the effective implementation of new initiatives and ensuring good ongoing relations. Each Academy school will be bound by the provisions, policies and procedures agreed by the Trust JCNC, except where protections under the TUPE Regulations apply.<sup>4</sup>

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<sup>3</sup> A model constitution for a Joint Consultative and Negotiation Committee is available on the TUC website, [www.tuc.org.uk/sites/default/files/JCNCModelConstitutionJuly15.pdf](http://www.tuc.org.uk/sites/default/files/JCNCModelConstitutionJuly15.pdf)

<sup>4</sup> This optional provision is for use in academy chains to establish arrangements at both Trust-wide and individual academy level. In free-standing academies, and in smaller academy chains where trade unions do not think it necessary to have two-tier arrangements, this provision can be deleted.

34. The Academy 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.

### **FAILURE TO AGREE**

35. The Academy 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.

36. If the Academy 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.

37. Whilst these procedures are being followed the Academy Trust will honour the status quo ante.

### **[COMMENCEMENT], REVIEW AND VARIATION**

38. [This agreement comes into effect on the following date:

- date as appropriate].

39. 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.

40. The agreement itself may be terminated at any time by mutual agreement of all parties following discussion as an agenda item at a quorate meeting of the JCNC; or through 12 months' notice of termination from the Academy 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.