



Manor Hall
Academy Trust

**Trade Union Recognition & Facility
Agreement**

**Relating to all Academies of Manor Hall
Academy Trust**

**This agreement is binding in honour only and not intended to create legal relations
between the parties.**

Contents Page

1.0 - Introduction

2.0 - Parties, coverage and definitions

3.0 - Principles and objectives

4.0 - Academy Trade Union Representatives

5.0 - Facilities and Facility time for Trade Union academy representatives and members

- **Time off with pay for trade union academy representatives**
- **Other facilities for trade union academy representatives**
- **Trade Union meetings**
- **Time off for trade union activities**
- **Disciplinary action involving trade union representatives**

6.0 - Local Authority Shared Facility Time

7.0 - Joint consultative and negotiating committee (JCNC)

8.0 - Failure to agree

9.0 - Commencement, review and variation

Annex – Constitution for the JCNC

Manor Hall Academy Trust

Trade Union Recognition & Facility Agreement

1.0 Introduction

This agreement is made between the Trust Board of Manor Hall Academy Trust and the recognised trade unions as set out in section 2.

All parties to this agreement have the common objective of maintaining good employment relations and effective communication with staff at all levels.

2.0 Parties, Coverage & Definitions

2.1 The Trust recognises the following trade unions for individual and collective representation, consultation, and negotiation purposes.

For teachers:

- ASCL (Association of School and College Leaders)
- NAHT (National Association of Headteachers)
- NEU (National Education Union)
- NASUWT (The Teachers Union)

For support and other professional staff:

- GMB
- UNISON
- UNITE

2.2 Throughout this agreement, the following definitions apply:

- “The Trust” means the Board of Manor Hall Academy Trust and other persons or bodies having responsibility for the overall management of the Trust;
- “The Academy” means the local governing or other body responsible for the running of each Academy and other persons or bodies having responsibility for the management of each Academy;
- “The Academies” refers collectively to the group of academies;
- “The trade unions” means the recognised trade unions as listed above;
- The term “academy representative” is used to refer to an employee of the Trust who operates on behalf of a Trade Union at a local level within the school, and who has been appointed in accordance with the rules of the Trade Union. This may include workplace representatives, health and safety representatives and learning representatives;
- The term “officer” refers to non-employees working on behalf of a Trade Union, and who has been elected or appointed in accordance with the rules of the Trade Union. Occasionally Trust colleagues may be seconded to these roles.

The Trust and the Unions accept that the terms of this agreement are binding in honour upon them but do not constitute a legally enforceable agreement.

3.0 Principles & Objectives

3.1 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 workforce.

3.2 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
- arrangements for discussion of professional issues concerning teaching and learning, including issues relating to the curriculum, behaviour policy etc.

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

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

3.4 In turn, the Academies recognise the trade unions' right to represent and protect the interests of their members employed by the Trust both individually and collectively.

3.5 The Trust believes that representative trade unions help ensure good employee relations. The Academies will encourage employees to become union members and will inform new appointees of their right to join a trade union. The Trust will provide the trade unions with the names and work locations of new appointees, on request. The Trust will provide 'check off arrangements' for the payment of union fees.

3.6 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.

3.7 The Trust will employ teachers under the national terms and conditions for school teachers (STPCD and Burgundy Book) and will employ support staff under the national terms and conditions for support staff (NJC and Green Book).

In addition, where appropriate, the Trust may seek to make enhancements to the terms and conditions of service for both teachers and support staff. Before implementing any changes in contractual terms and conditions, policies and procedures, the Trust will undertake full consultation and negotiation with trade union representatives through the Trust arrangements (to be known as the Joint Consultative and Negotiation Committee or JCNC) to reach agreement prior to any changes being enacted.

4.0 Academy Trade Union Representatives

4.1 Academy representatives will be appointed in accordance with the rules of the individual trade unions concerned. The trade unions will inform the relevant Academy, Trust CEO and the relevant external HR provider, in writing, of the names of their appointed representatives.

4.2 The numbers of academy 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 Trust and its Academies will not decline to recognise (or continue to recognise) appointed trade union representatives.

4.3 Trade union members shall have a statutory right to be represented by academy representatives, or officers of the trade union where the trade union considers this to be necessary in the circumstances. In instances where the representation is provided by anyone other than the academy representative, the Academy management should be informed in advance.

4.4 The Trust and its Academies undertake that no trade union representatives will suffer any disadvantage as a result of undertaking this role on behalf of trade union members.

4.5 Where concerns arise in the course of a representative carrying out their role, the Academy Trust shall notify the relevant trade union. The trade union shall consider this as per its internal processes.

5.0 Facilities and Facility time for academy trade union representatives and members

5.1 Each Academy agrees to provide appropriate facilities for to trade union academy representatives and members 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.

5.2 Academy representatives will assist the Trust to meet its reporting requirements under the Trade Union (Facility Time Publication Requirements) Regulations 2017 in respect of the paid time spent on trade union duties and trade union activities.

Time off with pay for trade union academy representatives

5.3 The Academy will permit academy 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, including to prepare for and/or attend meetings or to consult with officers or other academy representatives of their union. Academy representatives will give as much notice as possible of the need for such time off and no reasonable request will be denied. Further examples of trade union duties are included in the ACAS Code of Practice 3 – Time off for Trade Union duties and activities (2010).

5.4 The Trust and its Academies will seek to ensure that all meetings involving trade union academy representatives take place within their normal working hours.

5.5 The Trust and the trade unions are committed to ensuring that academy representatives receive appropriate training to allow them to discharge their trade union duties. Academy representatives will be permitted reasonable paid time off during working hours to undergo such training that is relevant to their role and responsibility as a trade union representative. The trade unions will provide appropriate training to their representatives. Such training must be approved by the Trade Union Congress (TUC) or by the independent trade union of which the employee is an officer.

Other facilities for trade union academy representatives

5.6 The Academies will provide the following facilities to trade union academy 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;

- dedicated notice board space in all staff rooms;
- space on the academy intranet or equivalent;
- all relevant documents on request, including those which provide information as to the structure and allocation of promoted posts applicable to the Academy, the articles of governance, the funding agreement and documents that set out the pay, conditions of service and the regulations of the Academy which apply to the employees of the Academy.

Trade union meetings

5.7 The Academies 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 and inform the Headteacher/Principal if an external officer is due to attend. The Academy will not seek to place restrictions on the frequency or duration of such meetings or to the attendance of officers or academy representatives of the trade union at such meetings provided there is no conflict with meetings or events set up by the Academy, or with the provision of education services or staff training.

5.8 The Academy will allow trade union members to hold and attend such meetings on the premises within their normal working hours. 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 consent to such meetings. Where a meeting is requested during normal working hours the Trust will not withhold consent where the request is justified and reasonable.

Time off for trade union activities

5.9 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. 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.

5.10 Any issues, on either side, with the granting of reasonable paid time off to undertake trade union activities should be referred to the JCNC.

Disciplinary action involving trade union representatives

5.11 The Academy will not initiate disciplinary processes involving a trade union representative employed by the Trust until a paid official or senior local officer in the regional centre of that trade union has been consulted. The relevant external Trust HR provider should also be consulted.

6.0 Local Authority Shared Facility Time Arrangements

6.1 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.

7.0 Joint Consultative & Negotiation Committee

Consultation will take place at two levels;

At Trust level - consultation and negotiation on terms and conditions issues will take place through meetings with Trade Union representatives. Representatives will be determined by the recognised unions.

At Academy level – consultation will take place, where necessary and appropriate, through regular meetings with local Trade Union representatives. This may include, for example, the provision and sharing of information by the trade unions and the Trust or individual Academy; consultation on employment procedures and working and organisational arrangements and statutory consultation on redundancies or reorganisations within the Academy.

Each Academy will be bound by the provisions, policies and procedures agreed by the national JCNC, except where protections under the TUPE Regulations apply.

7.1 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 in cases of genuine commercial confidentiality.

7.2 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:

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

7.3 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, noting the principle of ‘no detriment.’

7.4 The JCNC shall consider matters at a Trust-wide, strategic level. Operational issues pertaining to individual academies shall be discussed with academy representatives according to local arrangements and may be escalated to the JCNC if deemed appropriate by either side.

7.5 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.

7.6 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.

7.7 The constitution and procedural agreements governing the JCNC at national and local level consultation, is attached to this agreement as an Annex.

8.0 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 Policies consulted upon will be deemed to be either: consulted agreed, fully consulted not agreed or consulted in dispute.

8.3 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 or both parties may determine that a matter is referred to ACAS for conciliation.

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

9.0 Commencement, review & variation

9.1 This agreement came into effect on 1st May 2021.

9.2 The agreement was made on 1st May 2021 and will be reviewed on a 2-yearly basis going forward. In addition, 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.

9.3 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 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

ACADEMY CONSULTATION GROUPS (ACG) CONSTITUTION AND ARRANGEMENTS

1. The Trust will be represented at Academy level by the Headteacher, an HR representative and/ or other members of the Trust leadership group, or staff members as required.
2. Trade Union Representatives will be appointed in accordance with the rules for the individual Trade Union concerned. The numbers of representatives 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 Trust and its Academies will not decline to recognise (or continue to recognise) appointed trade union representatives. The Academy Senior Leadership team will not normally decline to recognise appointed trade union representatives and will discuss with the Trust any concerns they may have about a nomination.
3. The names of those appointed as Academy representatives should be notified in writing to the Trust by the appointed officers of the staff side or the union Head Office within 10 working days of the election or nomination.
4. Meetings of the ACG will normally be held on a termly basis at a suitable location. More frequent meetings may be called as necessary.
5. Meetings can be called by the Academy or by unions, subject to reasonable notice, at least 10 working days by notification to the Headteacher.
6. Any difficulties over the interpretation of national provisions or the scope of local decision making will where necessary be referred to the Joint Consultative and Negotiating Committee or JCNC.
7. Items for the agenda should be submitted to the Headteacher not later than ten working days prior to the meeting and the Headteacher will notify all members of the ACG of the agenda items normally five working days prior to the meeting. Both sides may accept items or an urgent matter at shorter notice.
8. A written record of the meeting will be taken with key discussion points and actions, by either Academy staff or union representatives and will be circulated prior to the following meeting in reasonable time, with a view to them being agreed as a fair record and passed to the Trust for information sharing purposes at the JCNC.

CONSTITUTION FOR THE JOINT CONSULTATIVE AND NEGOTIATING COMMITTEE (JCNC)

Title

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

Purpose of Committee

2. The Committee has been established in support of the Principles and Objectives listed in section 3 above, and in order to consult and negotiate on the matters listed in the Agreement and other appropriate matters.

Representation at Meetings

3. 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 the appropriate senior Trust officials at all JCNC meetings.

4. The composition of the Union side is the prerogative of the recognised trade unions, but the trade unions agree that the numbers will be reasonable in relation to the numbers of members represented. It is accepted that some Unions may send two representatives to some meetings.

5. Negotiation and consultation 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.

6. Each side shall inform the other side promptly of any changes in representation.

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

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

9. The office of Chair shall be decided by the JCNC. It will be chaired by the Trust initially but may alternate either annually or at each meeting between the Trust and Union sides.

Meetings

10. The Trust shall be responsible for liaising with forum members on matters such as dates of meetings, agendas and draft minutes, and for issuing invitations and papers to members etc.

11. Meetings shall be held once per term; or more or less often, if required. The date and draft 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 and agreed by both sides.

12. 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 proposed 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, unless there are exceptional circumstances.


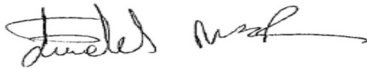
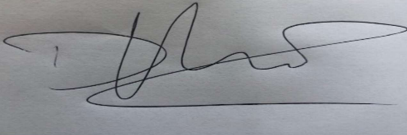



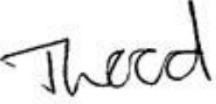
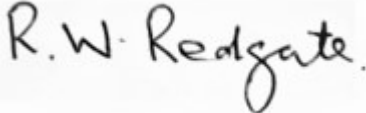
13. Each side shall be entitled to a pre-meeting prior to the meeting in order to discuss the business on the agenda.

14. The quorum for all meetings shall be two members of the Academy side and members of three of the Unions, including at least one support staff and one teaching union.

15. Administrative support to the JCNC shall be provided by the Trust. The draft minutes of all meetings shall be circulated to trade union colleagues for agreement no later than 15 working days after the meeting. The agreed minutes of all meetings shall be made available to the Trust Board and Academy Governing Bodies for information.

16. If any organisation fails to appoint representatives, this shall not invalidate the decisions of the JCNC. In the event of any organisation's representative being unable to attend any meeting of the JCNC or its committees, that organisation shall be entitled to appoint another representative to attend in their place. Additional representatives may attend as observers with speaking rights but not voting rights with Academy Trust prior agreement.

Signatories to the Agreement

Organisation	Signature	Full Name and Job Title
ASCL		Michael Kidd, Employer Engagement Leader
NAHT		Emdad Noor, NAHT Regional Officer
NEU		Dave Muritu, NEU Regional Development Officer
NASUWT –The Teachers' Union		Dr Patrick Roach, General Secretary
GMB		Stuart Richards, GMB Senior Organiser
Unite		Tanya Sweeney Regional Officer
Unison		Tracy Wood, Unison Regional Organiser and Schools Lead
Manor Hall Academy Trust		Richard Redgate, Chief Executive Officer

This agreement was reached on: 1st May 2021