

NORTHERN EDUCATION TRUST

TRADE UNION RECOGNITION AND FACILITIES MACHINERY FOR CONSULTATION AND NEGOTIATION

PARTIES, COVERAGE AND DEFINITIONS

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

- the teacher unions ASCL, NAHT, NASUWT – The Teachers' Union, and the NEU; and the unions representing support and other professional school staff GMB, UNISON and UNITE.

In addition, VOICE may be recognised at individual academy level only for representation and consultation

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

- teaching staff (ASCL, NAHT, NASUWT – The Teachers' Union and the NEU);
- support and other professional school staff (GMB, UNISON and UNITE).

3. Throughout this agreement, the following definitions apply:

- "The Trust" means the Northern Education Trust and any persons or bodies having responsibility for the management of the Trust and its Academies;
- "The trade unions" means the recognised trade unions as listed above;
- "The Academy" means any individual Academy within the Trust and any persons or bodies having responsibility for the management of individual Academies.

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. Subject to paragraph 6 below, 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. The trade unions recognise that it is the Trust's responsibility to plan, organise and manage the delivery of education to the students at its Academies. For the avoidance of doubt, the Trust reserves the right to implement procedures or proposals if agreement cannot be reached following a period of meaningful negotiation and consultation in accordance with this agreement.
7. In turn, the Trust recognises the trade unions' right to represent and protect the interests of their members employed in the central team and its Academies both individually and collectively.
8. The Trust believes that representative trade unions help ensure good employee relations. The Trust 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 and subject to the appointee giving their consent to such provision.
9. The Trust and the trade unions declare their commitment to maintaining good employee 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

10. For the purposes of this agreement, the term 'trade union representatives' includes workplace representatives, health and safety representatives and learning representatives.
11. Trade union representatives will be appointed in accordance with the rules of the individual trade unions concerned. The trade unions will inform the Trust in writing of the names of their appointed representatives.
12. The number 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 Trust will not decline to recognise appointed trade union representatives.
13. 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.
14. 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.

FACILITIES FOR TRADE UNION REPRESENTATIVES AND MEMBERS

15. The Trust recognises its statutory obligations with regard to facilities for trade union representatives and members, including the right to reasonable time off with pay for trade union representatives to undertake trade union duties. The 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. To request time off for trade union duties and activities, trade union representatives must complete the form attached at annex 2.

Time off with pay for trade union representatives

16. The Trust will 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) for the purpose of carrying out trade union duties. In certain circumstances it is recognised that the granting of time off may be refused because of the exigencies of the service. The grounds of refusal by the Academy will be made clear, and indicated in writing to the trade union representatives and the parties should endeavour to agree an alternative time and/or date as soon as reasonably practicable.
17. 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 or local representatives of their union. Trade union representatives will give as much notice as possible of the need for such time off.
18. 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 wherever practicable.
19. The Trust will, on behalf of its academies, participate in and contribute to arrangements within each local authority area with regard to time off with pay for trade union officers. The Trust and the trade unions agree that such arrangements will both assist effective trade union representation and significantly reduce the need for time off for trade union representatives within individual academies under paragraphs 16, 17 and 20 of this agreement. Subject to all costs being met in full and the operational requirements of the academy, any Trust employees who are local or national trade union officers will be permitted reasonable time off with pay for trade union duties undertaken in that capacity.
20. 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 relevant training courses run by their trade unions or by other appropriate bodies.

Other facilities for trade union representatives

21. The Trust will provide the following facilities to trade union representatives in connection with their TU business in the Academy;
 - reasonable accommodation to hold meetings and to interview members in a confidential manner;
 - confidential access to and reasonable free use of telephone, fax and e-mail 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 (this will only be provided at local level for the purpose of consultation on staffing

restructures), the articles of government, 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

22. The 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 Academy. The 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. Except when there has been previous notification in writing that a named individual may not enter the academy for trade union purposes.
23. The 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 Academy when seeking consent for such meetings. The Trust will not unreasonably withhold such consent to such meetings.

Time off for trade union activities

24. 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 conference. 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

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

JOINT CONSULTATION AND NEGOTIATION

26. The Trust and its Academies 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 respect the confidentiality of the information provided by the Academy and treat information with sensitivity.
27. The Trust and the trade unions agree to set up arrangements at both national and local level and involving representatives of both sides to undertake the following functions:
 - the provision and sharing of information by the trade unions and the Trust;
 - consultations on employment procedures and working and organisational arrangements;
 - negotiation with a view to reaching agreement on the issues listed below.
28. Before implementing any changes in employment procedures and working and organisational arrangements, the Trust will undertake consultation and negotiation where appropriate with trade union representatives through the national arrangements (to be known as the Joint Consultative Committee or JCC) or the local arrangements

as appropriate. Subject to paragraph 6, the Trust and trade unions will also discuss and seek to reach agreement on whether such procedures will be part of the contract of employment and which individual provisions become contractual rights.

29. The following matters shall, in particular but not exclusively, be considered by the JCC at national level:
- negotiating machinery and procedures;
 - terms and conditions of employment;
 - pay structures;
 - 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.
30. In regard to these items, the Trust will employ all staff on the national terms and conditions for school teachers and support staff. The exception to this is Principals are paid as defined in the pay policy.
31. The JCC will consider those issues which have been mutually agreed to be the subject of national negotiation and consultation. Any principles agreed in the national framework shall not be reconsidered in the local arrangements. Each Academy will be bound by the provisions, policies and procedures agreed by the JCC.
32. The local arrangements will include regular meetings between the Principal and trade union representatives at each Academy in order to foster good relations and effective working and to consider the exercise of local discretion on employment matters, where this is provided for by the JCC at national level, and other matters affecting employees in the Academy.
33. The Trust and the trade unions agree that any dispute on interpretation of this agreement or any other matter including any difficulties at Academy level will be referred initially to the JCC for resolution.
34. The constitution and procedural agreement governing the JCC is attached to this agreement as an Annex.

FAILURE TO AGREE

35. 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.
36. If the Trust and the trade unions cannot reach an agreement, either party may propose that the matter is referred to the Advisory Conciliation and Arbitration Service (ACAS) in order to seek resolution of the issue. Where both parties agree that a matter should be referred to ACAS for conciliation or arbitration, the Trust will honour the status quo ante.

COMMENCEMENT, REVIEW AND VARIATION

37. This agreement comes into effect on the following date:
- 1st February 2020
38. 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 JCC.
39. 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 JCC; 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 JCC and subsequently to refer the matter to ACAS in order to seek resolution of the issue. Any individual trade union may withdraw from this agreement through 12 months' notice of withdrawal.

ANNEX 1

CONSTITUTION FOR THE NATIONAL JOINT CONSULTATIVE COMMITTEE (JCC)

Title

1. The Committee shall be known as the National Joint Consultative Committee or National JCC.

Purpose of Committee

2. 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

3. The composition of the Trust Side is the prerogative of the Trust Board but there will be an expectation that there will be regular attendance by the appropriate senior Trust officials at all JCC meetings.
4. Consultation and negotiation where appropriate will take place through the JCC. 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 JCC.
5. The membership of each side shall be determined annually. Each side shall inform the other side promptly of any changes in representation.
6. Substitute representatives shall be permitted on both sides where necessary but each side shall seek to ensure that its nominated representatives attend all meetings.
7. Each side shall be entitled to be accompanied by an adviser with speaking rights.
8. The office of Chair shall be held by the Trust.

Meetings

9. Each side shall nominate 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.
10. Meetings shall be held termly. The date and agreed agenda shall be sent to members at least ten working days before each meeting, where practicable. 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.
11. 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 take place no later than fifteen working days after the request is submitted.
12. Each Side shall be entitled to a pre-meeting prior to the meeting in order to discuss the business on the agenda.

13. The quorum for all meetings shall be 2 members of the Trust side and 3 members of the Union side.
14. Administrative support to the JCC shall be provided by the Trust. The draft minutes of all meetings shall be circulated to both Secretaries for agreement no later than ten working days after the meeting. The agreed minutes of all meetings shall be submitted to the Governing Boards of the Trust and its Academies for information.

ANNEX 2**FACILITIES AGREEMENT: TIME OFF FOR TRADE UNION DUTIES AND ACTIVITIES****Academy:****Name of Representative:****Name of Line Manager:**

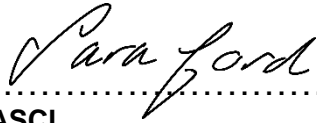
Date leave required:	
Time of leave:	
Reason:	
Signature:	
Date:	
Authorisation by Principal* (or nominated representative)	
Leave approved:	YES/NO
If leave refused reason for refusal:	
Signature of Principal*	
Date:	

Please note the Academy will allow reasonable time off for trade union duties and activities subject to the national recognition agreement and the operational requirements of the service.

SIGNATURES



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Northern Education Trust



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ASCL



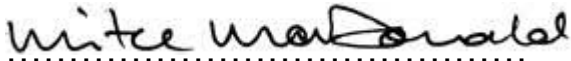
..... 16 January 2020
GMB



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NAHT



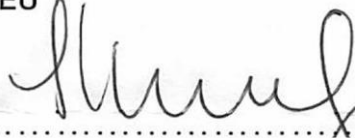
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NASUWT – The Teachers' Union



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NEU



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UNISON



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UNITE