



# **TRADE UNION RECOGNITION AGREEMENT**

Issue Number: 3.0  
Issue Date: August 2019  
Review Date: September 2020  
Reference: ASTREA/HR/TUFA/ASTREA NJCC

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## **1.0 INTRODUCTION**

Astrea Academy Trust (ASTREA) supports the practice of collective bargaining when dealing with issues affecting its employees. To do this, ASTREA recognises the need for suitable and effective arrangements for reasonable time off to be given to recognised trade unions in respect of trade union duties, activities, training and facilities. This would be subject to the needs of the service and in agreement with the local Principal, but the aim would always be to support requests for time off whenever possible.

ASTREA will provide for time off and facilities within the statutory framework as determined by legislation and permit and employee who is either an official or a member of an appropriate independent recognised trade union to take reasonable time off work, to enable him/her to take part in legitimate trade union duties and activities.

ASTREA wishes to maintain a framework in which matters of mutual interest between management and trade unions can be discussed in an orderly way and places importance in developing effective employee relations' policies, which promote the trust of employees and the trade unions, as well as advancing the interests of the organisation. It is also recognised that good employee relations requires the continuing co-operation of all those involved.

This agreement and the ASTREA Trade Union Facilities Agreement are bound by the statutory provisions of the Trade Union Labour Relation Consolidation Act (TUI-RCA) 1992 and the relevant amendments made by the Employment Act 2002. The agreements are based upon the recommendations within the ACAS Code of Practice 3: Time for Trade Union Duties and Activities published in 2003 (including guidance on time off for Trade Union Learning Representatives).

## **2.0 PARTIES, COVERAGE AND DEFINITIONS**

ASTREA recognises the following trade unions for individual and collective representation, consultation and negotiation purposes:

### Teaching Trade Unions

- ASCL (Association of Academy and College Leaders)
- NAHT (National Association of Headteachers)
- NEU (National Education Union)
- NASUWT (National Association of Schoolmasters Union of Women Teachers)

### Support Staff Trade Unions

- GMB
- UNISON
- UNITE

For the purposes of this agreement, the term "trade union representatives" includes workplace and health and safety representatives, and also Union Learning Representatives.

Trade union representatives will be appointed in accordance with the rules for the individual trade union concerned. The trade unions will inform ASTREA 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. ASTREA will not decline to recognise appointed trade union representatives.

Trade union members shall be entitled to be represented by employed officials or local representatives, where the trade union considers this to be necessary in the circumstances.

ASTREA undertakes that no trade union representatives will suffer any disadvantage or detriment as a result of undertaking this role on behalf of trade union members.

### **3.0 PRINCIPLES AND OBJECTIVES**

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 communications;
- Participation and involvement of staff;
- Effective and prompt resolution of issues and disputes;
- Equality of opportunity;
- Avoidance of disputes;

The trade unions recognise that it is the responsibility of ASTREA, through the liaison with academy leaders and the Executive Board, to plan, organise and manage the delivery of its curriculum and to create an environment which seeks to promote education of the highest quality across its academies.

In turn, ASTREA recognises the trade unions' right to represent and protect the interests of their members employed in ASTREA, both individually and collectively.

ASTREA believes that representative trade unions help ensure good employee relations and will inform new appointees accordingly. ASTREA will provide trade unions with the names of all new employees on a termly basis.

ASTREA 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.

Union representatives must respect and maintain the confidentiality of information they are given access to where the disclosure would seriously harm the functioning of, or would be prejudicial to ASTREA business interests. Where disclosure of information is necessary agreement must be sought from ASTREA Chief Executive Officer, HR or ASTREA representative with delegated responsibility.

ASTREA will respect the confidential and sensitive nature of communications between unions and their members.

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

All requests for facilities and venues for meetings must be made to the local Principal. ASTREA 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.

#### **4.1 TIME OFF WITH PAY FOR TRADE UNION DUTIES AND ACTIVITIES**

ASTREA will provide trade union representatives with time off in accordance with statutory obligations in addition to the ASTREA Trade Union Facilities Agreement (TUFA) with pay during their normal working hours (including release from timetabled teaching and learning support in classroom) where necessary, for the purpose of carrying out trade union duties including representing the trade union at external meetings and conferences.

N.B. Initially the TUFA will run for a twelve month period from 1<sup>st</sup> September 2018, after which a review will take place. Please see the ASTREA Trade Union Facilities Agreement (TUFA).

The ASTREA Trade Union Facilities Agreement (TUFA) will be reviewed annually prior to the start of each academic year.

In addition, in the case of preparation and/or attendance at meetings or to consult with employed officials or representatives of their union, trade union representatives will give the Principal as much notice as possible of the need for such time off and wherever practicable, at least five working days' notice should be given, although it is recognised that in certain circumstances very limited notice can be provided. The representative is required to provide the Principal with an explanation as to the purpose and duration of such time off (whilst preserving confidential information relating to individuals), the location and timing. Any additional time off will be considered in line with business need and at the discretion of the local Principal.

Managers will be responsible for monitoring these arrangements and representatives will be required, as a condition of their recognition agreement, to ensure that any time sheets are submitted, indicating time spent and details of their trade union duties, activities and training undertaken.

Where time off is granted under these provisions, trade union representatives will receive the pay which they would have earned had they worked during their time off, including (where applicable), contractual overtime. Standard working hours are those which the representative would reasonably be expected to work on that day. Time spent on union activities which are outside the representative's standard working hours are in the representative's own time and pay/time will not be credited.

ASTREA will seek to ensure that all meetings convened by ASTREA, and involving trade union representatives takes place within their normal working hours.

ASTREA and trade unions are committed to ensuring that representatives receive appropriate training to allow them to discharge their trade union duties, for which, the trade unions will provide appropriate training. For further details regarding arrangements for time off, please refer to the ASTREA Trade Union Facilities Agreement (TUFA).

Any dispute regarding time off for trade union duties and facilities should be raised initially with the Principal of the relevant academy.

#### **4.2 OTHER FACILITIES FOR ASTREA TRADE UNION REPRESENTATIVES**

ASTREA, subject to agreement with the Principal, will provide the following facilities to trade union representatives:

- Appropriate 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, computing and photocopying facilities. Should access to confidential information be required the academy will do so in accordance with Data Protection legislation prior to accessing such information
- Secure storage space;
- Individual notice boards in all staff rooms;
- All relevant documents, including those which provide information as to the structure and allocation of promoted posts applicable in ASTREA academies, the funding agreement and documents that set out the pay, conditions of service and the regulations which apply to employees.

#### **4.3 ASTREA TRADE UNION MEETINGS**

ASTREA will allow trade union members to hold and attend 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 are required to give notice and seek consent from the Principal when meetings are required on the academy site. ASTREA will not unreasonably withhold consent to such meetings.

ASTREA will allow trade union members to hold meetings on ASTREA premises, subject to Principal consent, outside their normal working hours, including at lunchtimes and immediately following the end of the student day. The trade unions are required to give reasonable notice, and seek agreement, for such meetings with the individual Principal. ASTREA will not seek to place restrictions on the frequency or duration of such meetings or on the attendance of employed officials or local representatives of the trade union at such meetings.

#### **5.0 DISCIPLINARY ACTION INVOLVING ACADEMY TRADE UNION REPRESENTATIVES**

No disciplinary action will be taken against a representative of a recognised trade union (subject to the approval of the representative in question), until the circumstances of the case have been discussed with a full time official (i.e. a regional representative) of the union concerned. However, if immediate precautionary suspension is necessary, whilst every effort should be made for these discussions to take place initially, this should not prevent the suspension where it cannot reasonably be delayed.

#### **6.0 ASTREA AND TRADE UNIONS JOINT NEGOTIATION COMMITTEE**

ASTREA will provide the trade unions with appropriate information on financial and organisational issues in order to allow meaningful consultation (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 the case of genuine commercial confidentiality.

ASTREA and trade unions have already set up an organisational National Joint Consultative Committee (NJCC) consisting of representatives on both sides. The function of the NJCC is to negotiate with a view to reaching agreement on all aspects affecting employment procedures and organisational arrangements. These include:

- The provision and sharing of information by the trade unions and ASTREA;
- Consultation on employment procedures and working and organisational arrangements;
- Consultation and agreement on the issues listed below.

Before implementing any change in employment procedures and working and organisational arrangements, ASTREA will undertake consultation with trade union representatives through the NJCC in order to reach a satisfactory agreement.

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

- Negotiating machinery and procedures;
- Terms and conditions of employment;
- Staffing and pay structures including a willingness to implement pay rises as and when agreed nationally;
- 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.
- Matters relating to the Equality Act 2010.

In regard to these items, ASTREA will employ teaching staff on the terms and conditions outlined in the Academy Teachers' Pay and Conditions Document (STPCD).

The NJCC will consider issues affecting support staff which have been mutually agreed to be the subject of national negotiations and any principles agreed in the national framework shall be considered by the NJCC. Each academy will be bound by the provisions, policies and procedures agreed by the NJCC. Any difficulties at academy level over the interpretation of national/organisational provisions or the scope of local decision making will where necessary be referred to the NJCC for consideration and resolution.

ASTREA and trade unions agree that any dispute on interpretation of this agreement or any other matter will be referred initially to the NJCC for resolution.

See Appendix A for details of the NJCC constitution.

## **7.0 FAILURE TO AGREE**

ASTREA 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 ASTREA and 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.

Whilst these procedures are being followed, ASTREA will honour the status quo ante.

### **8.0 COMMENCEMENT, REVIEW, VARIATION AND TERMINATION**

This agreement supersedes all previous recognition agreements between the Local Authorities, ASTREA, the academies and the trade unions and comes into effect on the following date:

- 1<sup>st</sup> September 2018

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 organisational NJCC.

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 national NJCC; or through twelve months' notice of termination from ASTREA 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 national NJCC and subsequently to refer the matter to the ACAS for arbitration in order to seek resolution of the issue. Any individual trade union may withdraw from this agreement through twelve months' notice of withdrawal.

Signature: _____ Date: ____/____/____
Position: _____

**For and on behalf of Astrea Academy Trust**

Signature: _____ Date: ____/____/____
Position: _____

**For and on behalf of UNISON**

Signature: _____ Date: ____/____/____
Position: _____

**For and on behalf of GMB**



Signature: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_  
Position: \_\_\_\_\_

**For and on behalf of UNITE**

Signature: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_  
Position: \_\_\_\_\_

**For and on behalf of NEU (National Education Union)**

Signature: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_  
Position: \_\_\_\_\_

**For and on behalf of NAHT (National Association of Head Teachers)**

Signature: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_  
Position: \_\_\_\_\_

**For and on behalf of NASUWT**

Signature: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_  
Position: \_\_\_\_\_

**For and on behalf of ASCL (Association of Academy and College Leaders)**

## **Appendix A**

### CONSTITUTION FOR THE ASTREA AND TRADE UNIONS JOINT NEGOTIATION COMMITTEE

The committee has been established in support of the principles and objectives outlined within the recognition agreement.

#### REPRESENTATION AT MEETINGS

- ASTREA will ensure that there is regular attendance by appropriate senior officials. Trade Unions will ensure that there is regular attendance by up to two representatives from each recognised union. Astrea nominated Representatives will not make up the 2 delegates from each trade union. However, Astrea nominated Representatives may attend meetings or part-meetings, but only when agreed in advance by Astrea.
- Substitute representatives shall be permitted on both sides where necessary but each side shall seek to ensure consistency and regularity of attendance wherever possible.
- Each side shall be entitled to be accompanied by one advisor with speaking rights.
- Membership of each side shall be determined annually and each side shall inform promptly of any changes in representation.

#### MEETINGS

- 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, draft minutes, issuing invitations and documentation as appropriate. Administrative support to the NJCC shall be the responsibility of ASTREA. Printing of documentation for NJCC meetings is the responsibility of the owner of the agenda item.
- Meetings shall be held three times per academic year in term time (autumn, spring and summer).
- The date and agreed agenda shall be sent to all members at least ten working days before each meeting. The agenda shall list 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 wherever possible.
- The office of Chair shall alternate between each side and shall be agreed before each meeting.
- Special / Additional meetings may be held where required, the quorum of which shall be one member from each recognised trade union and one ASTREA representative.
- Negotiation on specific issues will take place through the NJCC. Sub-groups may sometimes need to be formed to discuss issues, however, the sub-groups shall report back for final decisions to be made in negotiation at the NJCC, e.g. policies