



The Kemnal Academies Trust

Trade Union Recognition and
Facilities Agreement

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1. Policy

- 1.1 The Kemnal Academies Trust (TKAT) and the signatory Trade Unions are committed to working well together with employees to consult and negotiate on terms and conditions and where appropriate on matters relevant to the employment of teaching and non-teaching employees within TKAT Academies nationally. For the purposes of this recognition agreement, TKAT and the Trade Unions accept that negotiation shall mean discussing an issue with a view to reaching agreement on it while accepting that if agreement cannot be reached TKAT will need to take whatever step it considers appropriate.
- 1.2 TKAT will employ employees on the national terms and conditions for school teachers and non-teaching employees (the STPCD and Burgundy Book agreement and the NJC Green Book agreement) and other local pay arrangements that transferred as part of TUPE and will only move away from these arrangements with consultation.
- 1.3 This agreement is to formally recognise the intention of TKAT to regularly meet with National Union Officers about matters regarding employment that are detailed in it. Consultation will take place with a view to reaching agreement wherever this is possible. In addition to these meetings, TKAT will aim to meet with local Union Representatives at each Academy on a termly basis.
- 1.4 National meetings will be to maintain an open dialogue and provide a forum to agree any required variation to the national terms and conditions and discuss Trust / national level employment policies and procedures.
- 1.5 TKAT needs to run its own organisation and to make decisions in respect of it and the Trade Unions recognise this. The Trade Unions will adopt an approach whereby any concerns they have are raised.
- 1.6 TKAT encourages employees who are union members to seek the advice of their union representatives or their local branch whenever they need specialist advice in relation to these matters. All employees will be afforded the right to receive information and be consulted regarding any proposed changes to their terms and conditions.
- 1.7 TKAT will do this by:
- a) ensuring good communications throughout the Trust and each Academy;
 - b) promoting mutual understanding between TKAT management, TKAT employees and their union representatives;
 - c) addressing issues of concern to TKAT employees and management;
 - d) providing user-friendly policies and procedures to deal with people issues;
 - e) maintaining and reviewing fair terms and conditions of employment;
- 1.8 f) constantly seeking effectiveness and efficiency in our communication and ways of working.

2. Parties, coverage and definition

- 2.1 TKAT recognises the following Trade Unions for individual and collective representation, consultation and negotiation purposes: ASCL; GMB; NAHT; NASUWT; NEU; UNISON; Unite and d Voice. Recognition will be retained for any new Trade Union arising from the amalgamation or division of existing TKAT-recognised unions.
- 2.2 This recognition agreement applies in respect of TKAT employees in the following categories:

- a) Teaching employees (ASCL, NAHT, NASUWT, NEU and Voice)
 - b) Non – teaching and other professional school employees (GMB, UNISON, Unite)
- 2.3 Throughout this agreement, the following definitions apply:
- a) “TKAT” means The Kemnal Academies Trust plus the governing or other bodies responsible for the running of individual Academies and other persons or bodies having responsibility for the management of individual Academies;
- 2.4 “The Trade Unions” means the recognised Trade Unions as listed in clause 2.1 above.

3. Principles and objectives

- 3.1 TKAT recognises the independent Trade Unions identified in this agreement for the purposes of collective bargaining, consultation and individual employee representation on behalf of the whole collectively bargained workforce.
- 3.2 This agreement is intended to promote and assist, through negotiation and consultation, 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 employees;
 - e) effective and prompt resolution of issues and disputes;
 - f) equal opportunities in employment and;
 - g) arrangements for discussions of professional issues concerning teaching and learning including issues relating to the curriculum and behaviour.
- 3.3 The Trade Unions recognise that it is TKAT’s responsibility to plan, organise and manage the delivery of education to the students at TKAT Academies.
- 3.4 In turn TKAT recognises the Trade Union’s right to represent and protect the interests of their members employed in TKAT Academies both individually and collectively.
- 3.5 TKAT believes that representative Trade Unions help ensure good employee relations, and to this end, provide their employees with up to date information on Trade Unions via the employer’s intranet. TKAT will inform new employees of their right to join a trade union.
- 3.6 TKAT 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.

4. Trade union representatives

- 4.1 For the purposes of this agreement, the term “trade union representatives” includes workplace representatives (either based at a single workplace or covering a number of workplaces within the Trust) health and safety representatives (a separate agreement covers the role of Health and Safety Representatives) and learning representatives.

- 4.2 Trade union representatives will be appointed in accordance with the rules of the individual Trade Unions concerned. The Trade Unions will inform TKAT Academy Head teachers in writing of the names of their appointed representatives.
- 4.3 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. Where a potential conflict of interest arises in respect of a trade union representative, TKAT will discuss this with the particular nominated Representatives union.
- 4.4 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 trade union will provide the member with representation in line with their rules.
- 4.5 TKAT undertakes that no trade union representatives will suffer any disadvantage in respect of his/her employment as a result of undertaking this role on behalf of trade union members.

5. Time release and facilities for trade union representatives and members

- 5.1 TKAT shall subject to clause 6.1 allow the release of regional trade union representatives (of trade unions who are party to this agreement) it employs for the purposes set out in clause 6.1 up to a maximum of the amount of facilities time set out in Appendix 2. It is agreed that these representatives, who are those covering an area within the Trust or the entire Trust or those covering a large membership, will require pre-scheduled timetabled release. The amount of facilities time as set out in Appendix 2 is set for a 12 month period at the start of each academic year and allocated between the Trade Unions based on the annual submission of membership figures. The total amount of facilities time shall be reviewed annually at the end of each academic year.
- 5.2 School based trade union representatives can request ad hoc paid release time from their Headteacher outside of the facilities time arrangement set out in clause 5.1 and Appendix 2 of this agreement. This will be to undertake trade union duties as detailed in section 1 (Time off for trade union duties) of the ACAS Code of Practice on time off for trade union duties and activities. This will only be required occasionally and therefore can be dealt with on an ad hoc basis.
- 5.3 TKAT agrees to provide on-site facilities to trade union representatives and members in order to enable them to discharge trade union duties related to the local Academy in order to facilitate the objectives of effective communication and consultation with employees and their representatives set out earlier in this agreement.

6. Time off with pay for trade union representatives

- 6.1 Upon request and in accordance with clause 5.1 above, TKAT will permit employees who are regional trade union representatives reasonable time off with full pay during their normal working hours within the agreed facilities time (including release from timetabled teaching and learning support in the classroom) for the purpose of (i) carrying out trade union duties as detailed in section 1 (Time off for trade union duties) of the ACAS Code of

Practice on Time off for trade union duties and activities (January 2010), (ii) release for TCNC meetings (iii) attending the annual national conference / congress of the trade union to which the regional trade union representative who makes the request to attend such a conference / congress belongs and (iv) training time. Please refer to section 10.1 for release of union members elected to attend National conference on working days.

- 6.2 Trade union representatives will be paid their contractual pay and benefits while these arrangements apply to them and will not be placed at detriment in respect of pay progression. Representatives will be able to claim expenses as set out in this agreement.
- 6.3 On request, Union Representatives/officers may brief and/or meet with members in private.
- 6.4 TKAT 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. TKAT will permit trade union representatives (both school-based representatives and regional representatives) reasonable time off with pay to attend relevant training courses run by their Trade Unions or by other appropriate bodies. Trade union representatives will give reasonable notice of such requests to Headteachers of the need for such time off. Headteachers will endeavour to agree to requests to attend training, except in exceptional circumstances, and in line with any guidance protocol agreed by the unions and the trust. If the training is for a regional trade union representative and it falls on a normal timetabled facilities day, then the permission of the Headteacher does not need to be sought and this is the only circumstance where this is the case.
- 6.5 At the end of each academic year TKAT and the Trade Unions shall discuss the training needs of regional union representatives for the forthcoming year and shall as appropriate and reasonable agree additional paid facilities time for that year. For the avoidance of doubt, should booked union training fall on regional representative's normal timetabled facilities days this will count against facilities time agreed in accordance with Appendix 2.
- 6.6 With respect to Health and Safety Representatives where further clarification is needed regarding facilities, time off to carry out their duties or training , please refer to L146: Consulting Workers on Health and Safety ACoP, this is available on the estates pages of the website at <https://insight-estates.tkat.org/204/consultation>.
- 6.7 In the event that a trade union member is elected to serve as a national executive member/officer/branch official of a recognised Trade Union, additional facilities time may be granted. This will be subject to separate consultation with TKAT. Account will be taken of individual circumstances.
- 6.8 On an annual basis each July the Trade Unions will provide details of their level of membership to TKAT. These figures should include only those members for which the Union has been recognised under section 2.2 of this agreement.

7. Trade union representatives: time off through scheduled release

- 7.1 The Trust will provide funding for pre-timetabled or scheduled release for Trade Union representatives who are Area or National representatives employed by TKAT, to undertake their trade union duties in TKAT Academies.

- 7.2 This will be provided according to the formula in Appendix 2 for each individual trade union and will be based on the membership of each union as defined in Appendix III of the Conditions of Service for School Teachers in England & Wales Document 2000. The trades unions agree to an external audit/verification of their membership records by ACAS should this be requested. It will be a matter for each individual Trade Union to determine who they wish this time off to be distributed among their Area or National trade union representatives employed by TKAT.

8. Other facilities for trade union representatives

- 8.1 TKAT will provide the following to trade union representatives in so far as it is possible in accordance with its obligations under legislation governing data protection including the General Data Protection Regulation:
- a) Provision annually of a list of employees employed at the Trust/academy by grade.
 - b) Provision termly of a list of newly appointed employees in the Trust/academy/area, and of trainee teachers including School Direct trainees and other trainees.
 - c) Provision of accommodation in schools or other premises of the Trust for members' and Representatives meetings.
 - d) 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 in that Academy.
 - e) Access to telephone, computing and photocopying facilities, subject to discussion with relevant managers and payment where required.
 - f) Secure and visible notice board facilities in staffrooms/rest areas (or, where these do not exist, in a visible and prominent location).
 - g) Full access to Trust policies, procedures and documents relating to terms and conditions of service.
 - h) Secure storage in which to keep Trade Union related documentation.
 - i) Deduction of Trade Union membership fees at source where this is feasible. It will be for each member to decide whether to opt for deduction at source.
 - j) Ready access to senior managers on site where appropriate.
- 8.2 If an employee who is a trade union member is elected by their union to be a delegate to that union's national annual conference and the conference is being held on normal working days then TKAT shall release that individual to attend the conference on full pay. At the first TCNC meeting in each academic year TKAT and the Trade Unions shall discuss the process they may have to go through for allowing release to those to attend the annual national conferences of their trade unions where such conferences are on normal working days.

9. Trade union meetings

- 9.1 TKAT 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 subject to this being practicable and it not causing additional unreasonable costs

to the academy. The Trade Unions will give reasonable notice of such meetings to the TKAT Academy Headteacher. TKAT 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.

- 9.2 TKAT will allow, where absolutely necessary, 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 Headteacher when seeking consent for such meetings. TKAT will not unreasonably withhold such consent to such meetings.

10. Time off for trade union activities

- 10.1 TKAT will allow trade union representatives and members reasonable unpaid time off during working hours for the purpose of taking part in trade union activities as detailed in section 3 (Time off for trade union activities) of the ACAS Code of Practice on Time off for trade union duties and activities (January 2010). Trade union representatives can request paid time off for taking part in trade union activities but whether such a request is granted will be entirely at the discretion of TKAT. If such a request is granted, then this will not create a precedent for the future.

11. Expenses

- 11.1 The Trust will reimburse expenses incurred by trade union representatives who are employed by the Trust where these specifically relate to duties undertaken at the Trust's request and there has been prior agreement before expenses are incurred. All other expenses are the responsibility of the recognised Trade Unions.

12. Disciplinary action involving trade union representatives

- 12.1 In the event of a Trade Union representative being subject to any disciplinary investigation or action TKAT will endeavour to inform the relevant official employed by the Representative's trade union.

13. TCNC

- 13.1 TKAT 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.

- 13.2 TKAT and the Trade Unions agree to set up a Trust wide Consultation and Negotiation Committee (TCNC) at a TKAT wide level, consisting of representatives of both sides, to undertake the following functions:
- a) the provision and sharing of information by the Trade Unions and TKAT;
 - b) consultation and negotiation on employment procedures and working and organisational arrangements on the issues listed below;
 - c) consultation on professional issues.
- 13.3 As at the date of this agreement, TKAT complies with the national terms and conditions of service for teaching and non-teaching staff and will continue to do so for the foreseeable future. TKAT will consult on any move away from the national terms and conditions of service with the Trade Unions.
- 13.4 The following matters shall, in particular but not exclusively, be considered by the TCNC:
- a) terms and conditions of employment;
 - b) staffing and pay structures;
 - c) employment policies and procedures;
 - d) matters of health and safety;
 - e) operational issues affecting the deployment, security and prospects of employees;
 - f) equal opportunities matters;
 - g) Employees training and development.
- 13.5 Each TKAT Academy will be bound by the provisions, policies and procedures agreed by the JCC. Any difficulties at TKAT Academy level over the interpretation of national provisions or the scope of local decision making will where necessary be referred to the TCNC for consideration and resolution. The constitution and procedural agreement governing the TCNC is attached to this agreement as an Annex.
- 13.6 In addition to the TCNC arrangement, as explained at clause 1.3 above, TKAT will aim to meet with local Union Representatives at each Academy on a termly basis.

14. Failure to agree

- 14.1 TKAT 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.
- 14.2 Collective dispute resolution mechanisms are outlined within the TKAT Grievance Policy.
- 14.3 If the Trust 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 or both parties may determine that a matter is referred to ACAS for conciliation. It will of course be for the parties to decide whether they participate in conciliation at ACAS and there is no requirement on them to do so. Whilst these procedures are being followed the Trust will honour the status quo ante with the exception of where there is a genuine safeguarding or health and safety risk.

15. Commencement, review, variation and termination

- 15.1 This agreement will be reviewed jointly yearly, and this agreement comes into effect on the [insert date].

15.2 The agreement of TKAT and the recognised Trade Unions 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 joint committee; or through 6 months' notice of termination from TKAT 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 joint committee 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 3 months' notice of withdrawal. In the event of a fundamental breach of the agreement the parties will endeavour to resolve this within the spirit of this agreement.

16. Appendix One - Constitution for the Trust wide Consultation and Negotiation Committee (TCNC)

Title

1. The Committee shall be known as the Trust wide Negotiation and Consultation Committee (TCNC).

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 3 of that Agreement and other appropriate matters.

Representation at Meetings

3. The composition of the Employer Side is the prerogative of TKAT but there will be an expectation that there will be regular attendance by the appropriate senior TKAT officials at national meetings and by a senior TKAT official or other appropriate senior manager at Academy level meetings.
4. Consultation and negotiation on terms and conditions issues will take place through this committee.
5. The membership of each side shall be on the basis of up to two representatives per recognised trade union. 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 advisor with speaking rights.
8. The TCNC shall be chaired by a representative from TKAT.

Meetings

9. TKAT 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. A review of adherence to this recognition agreement shall be a standing item on the agenda for each TCNC meeting.
10. The annual calendar of meetings shall be tabled yearly at the first meeting at the beginning of the school year and the meeting dates shall only be changed in exceptional circumstances. The meetings shall be held 3 times per year. The agreed agenda should ideally 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.

11. Special meetings shall be held where either TKAT or the Union side submits a request in writing to the other side. The date and agenda for special meetings should ideally be sent to members no later than five working days after the request is submitted and the meeting should take place ideally 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. It is the responsibility of the meeting organiser to ensure that appropriate facilities are booked to accommodate this.
13. The quorum for all meetings shall be one representative of TKAT and three representatives of the Union side.
14. Administrative support to the TCNC shall be provided by TKAT. 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 national meetings shall published on the TKAT intranet for information.

Policy Consultation

15. Consultations on Policies and Procedures shall be tabled once per term unless there are urgent circumstances or changes in legislation or practices which require an urgent review.
16. TKAT shall submit policy documentation to members ideally giving four weeks' notice to the date of the next TCNC. The Union side shall submit any comments or reviews within 5 working days' notice of the TCNC.
17. The aim of consultation is to reach agreement on employment policies; however TKAT reserves the right to implement policies and procedures following consultation where agreement cannot be reached. TKAT will not unreasonably take such decisions.
18. It is expected that consultation and decision on policies will take no more than one term.

17. Appendix Two - Trade union representatives: facilities time through scheduled release method of calculation

When authorising paid release for Trade Union officials, this will primarily be based upon the Trust wide membership base of each union as specified in s8 & s9 of Appendix 3 of the Conditions of Service for School Teachers in England & Wales Document 2000 insofar as,

Absence from teaching duties for the performance of their responsibilities as local officers of the recognised teachers' organisations is to be allowed without reduction in pay. A scale providing for a maximum amount of leave with pay permitted to the local officers should be negotiated locally, and have, inter alia, to the number of members of the organisation concerned who are employed by the Academy and serviced by the officers in question.

17 1 TKAT will grant Trade Unions scheduled time off based on the following formula, according to membership for which the Union has been recognised under section 2.2 of this agreement.

Number of members	Days per year
0 - 75	9.75 = 0.1 a fortnight
76 - 150	19.5 = 0.1 a week or half a day a week
151 - 225	39 = 0.2 or 1 day a week
226 - 300	58.5 = 0.3 or 1 and half days a week
301 - 375	78 = 0.4 or 2 days a week
376 - 450	97.5 = 0.5 or 2 and half days a week
451 - 525	117 = 0.6 or 3 days a week
526-600	136.5 = 0.7
601-676	156 =0.8
677-752	175.5 = 0.9
753-828	195 =1.0 or 5 days a week
829-904	214.5 =1.1 or 5.5 days per week

Beyond 904 the allocation will move forward on an arithmetic progression of 0.1/9.75 days for every 75 members or part thereof.

Signatures

The Kennal Academy Trust (TKAT)

ASCL

Unison

GMB

NAHT

NASUWT The Teachers' Union

NEU

UNITE

VOICE