



THE HARMONY TRUST

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Trade Union Recognition Agreement September 2019





The Harmony Trust Trade Union Recognition Agreement

1. Introduction

- 1.1 The Harmony Trust is the employer of all staff transferred to or recruited by the Academies under its ownership and management. This agreement is intended to provide a framework for discussing contractual matters, employment policies and other issues that are non-contractual, in respect of those teaching and support staff for whom the Trust is the employer.
- 1.2 This agreement between The Harmony Trust and the signatory trade unions establishes machinery to consult and negotiate with staff through the recognised trade unions. The Harmony Trust recognises the joint unions as the body representing staff for the purposes of informing and consulting in the workforce and for negotiation on the terms and conditions of employment for staff.
- 1.3 To enable the joint trade unions to effectively carry out their functions within this agreement The Harmony Trust commits to:
 - 1) Encourage new employees to join a trade union of their choice;
 - 2) Welcome and support employees in becoming accredited trade union representatives;
 - 3) Value the contribution of trade union representatives.
 - 4) Provide 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 regulation of the Academy Trust which apply to the employees of the Academy Trust.
- 1.4 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 to academy status, means that there is a need to clarify the specific working arrangements between the Unions and The Harmony Trust, particularly in respect of consultation and negotiation and facilities for union representatives. The terms of this agreement provide that clarification and supersede all formal trade union recognition agreements and informal practices which transferred under TUPE. All unions represented at the NNJC will undertake to consult and inform union officials, as appropriate, in all local authorities where current formal trade union recognition agreements exist as to any revised arrangements.
- 1.5 The parties undertake to negotiate constructively with a view to reaching joint agreements which are acceptable to their respective constituents wherever possible and the intention of all meetings will be to reach an agreement on the issue(s) under consideration.
- 1.6 The signatories to this Agreement share, as their guiding principle, the need to ensure an environment which promotes education of the highest quality. This Agreement is intended to promote and assist in the establishment of;
 - Harmonious working relationships
 - Jointly agreed pay and conditions of employment
 - Good industrial relations and the fair treatment of staff
 - Commitment to the equality of opportunity
 - Commitment to the quality of education
 - Avoidance or resolution of disputes wherever possible



- The ability for academies to be managed in an effective and non-bureaucratic manner
- The effective use of funding
- The fair and proper application of TUPE and all other employment law
- Effective health & safety practices
- Effective communication to all staff

1.7 The Harmony Trust recognises the trade unions' right to represent, protect and advance the interests of their members employed in each The Harmony Trust establishment or directly by the Trust, both individually and collectively.

1.8 The trade unions recognised that it is the responsibility of The Harmony Trust and its academies to plan, organise and manage the delivery of high quality education to all its pupils.

2. Recognition

2.1 The following unions are recognised by this agreement for individual and collective representation, consultation and negotiation purposes;

ASCL, GMB, NAHT, NASUWT, NEU, UNISON, Unite the Union,

2.2 This agreement applies in respect of employees in the following categories;

Teaching staff (ASCL, NAHT, NASUWT, NEU)

Support and other professional school staff (GMB, UNISON, Unite the Union)

2.3 Other unions may be recognised in due course, where appropriate.

3. Structure for Consultation, Negotiation and Representation

3.1 Within The Harmony Trust, consultation and negotiation will take place at three levels.

- The Harmony Trust National Negotiation Joint Committee (NNJC)
- The Harmony Trust Academy Consultation Groups (ACG)
- Individual Level Representation

The Harmony Trust National Negotiation Joint Committee (NNJC)

3.2 At Trust level consultation and negotiation on terms and conditions of employment matters and employment policies will take place through the NNJC.

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

- Negotiating machinery and procedures;
- Terms and conditions of employment;
- Staffing and pay structures;
- Employment policies and procedures;
- Matters of health & 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.

3.4 The Trust will be represented by:

- The Head of Operations
- Trust HR Managers
- Executive Officers as appropriate

3.5 Each participating trade union will appoint one standing “national” representative for the NNJC. Together they will constitute the staff side of the NNJC. The representatives will normally be a paid official or national officer of the particular union, but may be a lay representative from amongst the Trust’s workforce, properly elected through the unions’ normal processes. Each change of representation will be notified by the particular Union Head Office to the Trust’s Head Office in writing or by email.

3.6 Each representative can nominate a substitute on a meeting by meeting basis. The Trust’s Head Office should be notified of such substitution in writing or by email no later than 3 working days before each meeting. The substitution may be an employee of the union, national officer or a properly elected lay representative from amongst the Trust’s workforce.

3.7 For specific items under discussion and identified on the agenda, either side may wish to be accompanied by a technical advisor of their collective choice. Each side will notify the other of this likelihood at least 3 days before a meeting is scheduled to take place.

3.8 One of the appointed union representatives will be elected Staff Side Secretary, in accordance with trade union side rules, from amongst their number. This office-holder, whose name will be notified to the Head of Operations on an annual basis following appointment, will act as the staff side contact for communication between the parties

3.9 Meetings of the NNJC will normally be held termly at a suitable location for the formal opening or closure of negotiations on terms and conditions of employment. More frequent meetings may be called as necessary. Meetings can be called by the Management or the Staff Side subject to reasonable notice, normally at least 10 working days’ notice to the HR Manager.

3.10 The NNJC will negotiate on a pay and conditions framework and on any other issue that the parties mutually agree from time to time should be the subject of negotiations.

The Harmony Trust recognises that a national framework of terms and conditions in education is essential for the smooth operation of the labour market for education professionals. It will employ Teachers on School Teachers Pay and Conditions alongside the “Burgundy Book” terms of service and support staff on NJC derived “Green Book” terms and conditions and commits to do so as long as those represent the best available and it is the desire of The Harmony Trust employees to retain them.

3.11 Each academy within The Harmony Trust will be bound by the provisions, policies and procedures agreed by the NNJC including any joint agreement reached by the NNJC.



- 3.12 Any difficulties at academy level over the interpretation of national provisions or the scope for local decision making will where necessary be referred to the NNJC for consideration and resolution.
- 3.13 On pay or other section-related issues, the NNJC will be capable of establishing sub-committees related to the two different key staff groups as necessary. The Management Side, or any standing union representative, may bring along in respect of a specific topic under discussion a specialist colleague as adviser to the group, whose particular expertise may be helpful to progress the discussion. These sub-committees will stand down as and when they are no longer required.
- 3.14 Items for agenda of the NNJC or sub-committees should be submitted to the HR Manager not later than 10 working days prior to the meeting.
- 3.15 The Trust will notify all members of the NNJC of the agenda items normally 5 working days prior to the meeting.
- 3.16 Notes of each meeting will be taken and circulated prior to the following meeting with a view to them being agreed as a fair record.
- 3.17 The office of Chair will be held by the Trust.
- 3.18 The meetings will be minuted by a member of the Trust staff.

The Harmony Trust Academy Consultation Groups (ACG)

- 3.19 The Trust and the recognised trade unions agree to set up Academy Consultation Groups (ACG) consisting of representatives of both sides to undertake the following functions:
 - 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.
 - Statutory consultation on redundancies or reorganisations within the academy.
- 3.20 The ACGs will be bound by the provisions, policies and procedures agreed by the NNJC but will consider the implementation and monitoring of those procedures in each academy and the exercise of local discretion on employment matters provided for in them. Any difficulties over the interpretation of national provisions or the scope of local decision making will where necessary be referred to the NNJC.
- 3.21 The Trust will be represented by:
 - The Executive Principal or nominated member of the Senior Leadership Team
 - Trust HR Representative
- 3.22 Each participating trade union will appoint one standing “local” representative for the ACG. Together they will constitute the staff side of the ACG. The representatives will normally be a lay representative from amongst the Trust’s workforce, properly elected through the unions’ normal processes, but may be a paid official or branch officer of the particular union. Each



change of representation will be notified by the particular Union Head Office to the Trust's Head Office in writing or by email.

- 3.23 Each representative can nominate a substitute on a meeting by meeting basis. The individual academy should be notified of such substitution in writing or by email no later than 3 working days before each meeting. The substitution may be an employee of the union, national officer or a properly elected lay representative from amongst the Trust's workforce.
- 3.24 Meetings of the ACG will normally be held termly at a suitable location. More frequent meetings may be called as necessary. Meetings can be called by the Management or the Staff Side subject to reasonable notice, normally at least 10 working days' notice to the Executive Principal / Principal.
- 3.25 The office of Chair will be held by the individual Academy.
- 3.26 The meetings will be minuted by a member of the Trust staff, copies of which will be shared with NNJC members for information purposes.

4. Failure to Agree

- 4.1 If the Harmony 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 the matter is referred to ACAS for arbitration.
- 4.2 Whilst these procedures are being followed the Academy will honour the status quo ante.

5. Amendments to the Constitution

- 5.1 The constitution shall be amended only with the agreement of both sides of the NNJC.

6. Facilities for Trade Union Representatives and Members

- 6.1 The Harmony 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.
- 6.2 The Harmony Trust will make arrangements for the deduction and transfer of union subscriptions through payroll.
- 6.3 Each Academy will buy into facilities through their local authority where available subject to review contemporaneously with any review of this agreement.

7. Trade Union Representatives

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



- 7.2 Trade union representatives will be appointed in accordance with the rules of the individual trade unions concerned. The trade unions will inform The Harmony Trust in writing of the names of their appointed representatives.
- 7.3 The number of trade union representatives appointed shall be a matter for each union but the trade union agree that the numbers shall be reasonable in relation to the number of members represented.
- 7.4 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.
- 7.5 It is for each trade union to determine whether their representatives at the NNJC are employed officials or local representatives.
- 7.6 The Harmony Trust expressly values the contribution made by trade union representatives and their skills and experience and specifically undertakes that no trade union representatives will suffer detriment of any nature as a result of undertaking this vital role on behalf of trade union members.

8. Time off with Pay for Trade Union Representatives

- 8.1 The Harmony Trust recognises the statutory right of trade union representatives to reasonable time off with pay for the purpose of carrying out trade union duties. The Harmony Trust will not unreasonably withhold appropriate time off with pay, in particular time off for representatives to attend meetings convened by The Harmony Trust; reasonable time off for representatives to prepare for and/or attend meetings to consult with employed officials of their union; and reasonable time off for trade union representatives to attend conferences and other policy-making conferences of their trade unions as a delegate.
- 8.2 Such time off with pay will normally be during normal academy operating hours; in the case of support staff union representatives through time off during their contractual working hours, and in the case of teacher union representatives through release from timetabled teaching time. Trade Union representatives will give as much notice as possible of the need for such time off.
- 8.3 The Harmony Trust will seek to ensure that all meetings convened by them or the individual academy and involving trade union representatives take place within normal academy operating hours.
- 8.4 The Harmony 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 Harmony 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 on receiving appropriate notification, notice and information relating to the courses provided.
- 8.5 It is agreed that any request for time off will be balanced against the effective running of the Academy and be judged against the impact that it will have on the efficient running of the organisation, especially with reference to the impact on learning and progress.



9. Other Facilities for Trade Union Representatives

9.1 The Harmony Trust will provide the following facilities to trade union representatives;

- Reasonable accommodation to hold meetings and to interview members in a confidential manner.
- Reasonable accommodation to hold pre-meetings prior to the NNJC meetings for up to one hour.
- A physical and where possible virtual notice board in each academy.
- Reasonable access to and reasonable free use of office space, confidential telephone, ICT facilities and photocopying facilities where available.

10. Trade Union Meetings

10.1 The Harmony Trust will allow trade union members to hold meetings on the premises outside their normal working hours, including at lunch times and immediately following the end of the timetabled day. For support staff, permission for meetings during contracted hours will not unreasonably be withheld, taking account of the operational requirements of the Academy. The trade unions will give reasonable notice of all meetings to the Academy. The Harmony Trust will not unreasonably 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, subject to being informed in advance.

10.2 In the event that a meeting is called at The Harmony Trust Head Office, local union representatives are entitled to claim travel costs in line with the Trust's agreed expense policy.

11. Disciplinary Action Involving Trade Union Representatives

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

12. Commencement, Review, Variation & Termination

12.1 This agreement commences on 1st September 2019.

12.2 This agreement will be jointly reviewed after one year.

12.3 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 NNJC.

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