

Focus Academy Trust UK Limited

Trade Union Recognition Agreement and Collective Agreement

2013

This agreement is binding in honour only and is not intended to create legal relations.

The word 'Academies', used throughout, refers to all educational establishments which are part of the Focus Academy Trust UK Limited.

1 Introduction

- 1.1 This Agreement between Focus-Trust and the signatory trade unions establishes machinery to consult and negotiate with staff through the recognised trade unions. Focus-Trust recognises the joint unions as the body representing staff for the purposes of informing and consulting the workforce and for negotiation on the terms and conditions of employment for staff.
- 1.2 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, from direct LA control to academy status, means that there is a need to clarify the specific working arrangements between the Unions and Focus 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 on the JCNC will undertake to consult and inform union officials, as appropriate, in all local authorities where current formal trade union recognition agreements exist.
- 1.3 The parties undertake to negotiate constructively with a view to reaching joint agreements which are acceptable to their respective constituents wherever possible and the intentions of all meetings will be to reach an agreement on the issue(s) under consideration.
- 1.4 The signatories to this Agreement share, as their guiding principle, the need to ensure an environment which seeks to promote 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 equality of opportunity
 - Commitment to quality education
 - Avoidance or resolution of disputes wherever possible
 - The ability of Focus-Trust to compete in the market place
 - 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
 - The participation and involvement of all staff
- 1.5 Focus-Trust recognises the trade unions' right to represent and protect the interests of their members employed in each Focus Trust establishment. The trade unions recognise that it is the responsibility of Focus-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 Focus Trust for the purpose set out in the paragraph above:

For teachers:

- Association of Teachers and Lecturers (ATL)
- National Association of Headteachers (NAHT)
- National Association of Schoolmasters Union of Women Teachers (NASUWT)
- National Union of Teachers (NUT)

For support staff:

- Unison
- GMB

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

3 Structure for Consultation, Negotiation and Representation

3.1 Within Focus-Trust consultation and negotiation will take place at three levels.

3.2 Trust-wide level

At Focus-Trust level consultation and negotiation on terms and conditions issues will take place through the Joint Consultation and Negotiation Committee (JCNC). Such meetings will normally take place once per term. Sub Groups may meet as appropriate to discuss details of proposed changes to terms and conditions which only affect teachers or support staff. Such Sub Groups will only be formed by joint agreement and will report back to the full JCNC.

3.3 Academy-level

Within each Academy, the Principal (and senior leaders) will schedule a termly meeting with in-house trade unions representatives for the purpose of ensuring good on going relations through the discussion of relevant issues within the Academy.

Each Academy will be bound by the terms and conditions agreed by the JCNC

3.4 Individual level (representation)

The Trust will continue to work constructively with local union representatives where issues are specifically about an individual in an academy. The Trust will

work with local union officials and/or officers when staff need representation etc.

4 Consultation and Negotiation at JCNC Level

- 4.1 The recognised unions and Focus-Trust will negotiate at the JCNC on a pay and conditions framework and on any other issues that the parties mutually agree from time to time should be the subject of negotiations.
- 4.2 The parties undertake to negotiate constructively with a view to reaching joint agreements which are acceptable to their respective organisations wherever possible.
- 4.3 The following matters shall be the subject of consultation and/or negotiation between the recognised unions and Focus Trust:
- Pay, including pay structure
 - Hours and holidays
 - Negotiating machinery and procedures
 - Changes to existing, or creating new, collective agreements
 - Employment policies and procedures, including disciplinary, capability and grievance procedures
 - Health and safety
 - Any other item which both sides agree to refer

5 Operation of the Agreement

- 5.1 The operation of this Agreement will be reviewed every two years by both sides in order that consideration can be given to the need for any change in the light of experience.
- 5.2 Either Focus-Trust or any of the signatory unions may give six months' notice of their intention to withdraw from the Agreement.

Joint Consultative and Negotiating Committee for Staff in Focus-Trust Academies:

Constitution

Title

- 1 The body shall be known as the Joint Consultative and Negotiation Committee for Staff in Focus-Trust Academies (JCNC).

Scope

- 2 The functions of the JCNC are specified under the 'Structure for Consultation and Negotiation' section of this Agreement and shall relate to all staff employed by Focus Trust.

Membership

- 3 The Focus-Trust representatives shall normally be:
 - the Chief Executive
 - the Director/Head HR
 - the representative from the external HR providerAlternatives may be deputed from time to time.
- 4 The Trust may also invite a board member where it is considered helpful to the agenda items.
- 5 The following trade unions shall represent staff and each is entitled to nominate one representative to the JCNC:

For teachers

- Association of Teachers and Lecturers (ATL)
- National Association of Headteachers (NAHT)
- National Association of Schoolmasters Union of Women Teachers (NASUWT)
- National Unions of Teachers (NUT)

For support staff

- Unison
- GMB

- 6 If any organisation referred to in the paragraph above 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 his or her place

Functions

- 7 The JCNC and its committees will, as set out in the 'Negotiation and Consultation at JCNC Level' section of this Agreement, negotiate on the pay and conditions framework and on other issues that the parties mutually agree from time to time should be the subject of Group level negotiations.
- 8 The parties undertake to negotiate constructively with a view to reaching joint agreements which are acceptable to their respective organisations wherever possible. Agreements within the JCNC shall be communicated to the Focus-Trust Board for ratification. The parties are committed to seeking to uphold and implement such agreements once ratified.

Information

- 9 Focus-Trust undertakes to supply the recognised unions with the necessary information for them to carry out effective consultation and negotiations. This shall include the organisation's employment policies and procedures and proposed amendments and additions.

Consultation

- 10 Focus-Trust undertake to have proper consultation with staff through their Trade Unions to enable feedback and discussion before decisions are taken concerning matters directly affecting the interests of the staff. Focus-Trust will additionally consult on the current situation, structure and probable development of employment in the organisation, especially any threat to employment and on any changes in work organisation or contractual relations in sufficient time to allow full and meaningful consultation to take place before such changes are implemented.

Procedure

- 11 Committees and Sub-Committees
The JCNC will operate through one committee. Sub Groups may meet as appropriate to discuss details of proposed changes to terms and conditions which only affect either teachers or support staff. Such Sub Groups will only be formed by joint agreement and will report back to the Group JCNC.
- 12 Co-opted Members
The JCNC may co-opt or allow any Sub Group to co-opt such persons with special knowledge, not being members of the JCNC, as may serve the particular interest of the JCNC or its committees provided that person so co-opted serves only in a consultative and non-voting capacity.
- 13 Chair
The JCNC will be chaired by a representative of Focus-Trust. Wherever possible it will be the Chief Executive or Director with responsibility for HR who chairs the meetings.

- 14 Officers
Focus-Trust and the collective trade unions will each appoint a Secretary to work together on business relating to the JCNC and for any Sub Groups of the JCNC.
- 15 Meetings
Ordinary meetings of the JCNC will take place as often as may be necessary as agreed in discussion between the parties, but at least once per term.
- 16 Special meetings may be called by the Chair, either on behalf of Focus-Trust or in response to a formal request from JCNC members representing at least two unions on the staff side. The request for a special meeting and the notice summoning the meeting shall state the nature of the business proposed to be transacted thereat, and no other matters shall be discussed. Such special meetings shall only be called in very exceptional circumstances where the nature of the business fully justifies such a meeting. The meeting shall take place within 15 working days (Mon-Fri, excluding school holidays) of the requisition by the Chair.
- 17 The date of the meeting and the agenda will be agreed jointly following consultation with all constituents in advance by the Joint Secretaries.
- 18 Notice of Meetings
Agenda items will be agreed by the Joint Secretaries at least 10 working days before the meeting. All notices of meetings of the JCNC and any committees thereof shall normally be sent to the respective members at least 5 working days before the date of the meeting. Such notices will contain the agenda and any supporting papers and the time for the start of the meeting and its anticipated duration.
- 19 Funding
The costs associated with hosting the meetings will be met by Focus-Trust. The travelling and other incidental expenses incurred by JCNC members will be borne by the organisations of the respective members.
- 20 Reports and Minutes
Focus-Trust will provide for meetings to be minuted and for draft minutes to be prepared. The Joint Secretaries will circulate a copy of the draft minutes of the proceedings for all meetings within 10 working days after the meeting. Such minutes shall be subject to approval by the JCNC at its next meeting.

Amendments to the Constitution

- 21 The Constitution shall be amended only with the agreement of both sides of the JCNC.

- 22 All parties will be invited to confirm their agreement to the proposed outcome. Focus-Trust, as the employer, retains the right to make the final decision to be communicated to the Focus-Trust Board and trade unions recommending ratification and implementation.
- 23 Focus 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.
- 24 If Focus-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. Both parties must determine that a matter is referred to ACAS for conciliation. Both parties must subsequently agree, where necessary, that a matter is referred to ACAS for arbitration. Both parties must agree before a referral is made to ACAS for conciliation or arbitration
- 25 Whilst these procedures are being followed the Academy will honour the status quo ante.

Facilities for Trade Union Representatives and Members

- 26 Focus-Trust 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.
- 27 Each Academy will continue to buy into facilities through their local authority for a period of 12 months after the signing of this agreement. This will be reviewed annually taking account of the financial implications as issued by local authorities.

Trade Union Representatives

- 28 For the purposes of this Agreement, the term 'trade union representatives' includes workplace representatives, health and safety representatives and learning representatives.
- 29 Trade union representatives will be appointed in accordance with the rules of the individual trade unions concerned. The trade unions will inform Focus-Trust in writing of the names of their appointed representatives.
- 30 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. Additional representatives

may attend as observers with speaking rights but not voting rights with Focus-Trust's prior agreement.

- 31 It is for each trade union to determine whether their representatives at the JCNC are employed officials or local representatives.
- 32 Focus-Trust undertake that no trade union representatives will suffer any disadvantage as a result of undertaking this role on behalf of trade union members.

Time off with pay for trade union representatives

- 33 Focus Trust recognise the statutory right of trade union representatives to reasonable time off with pay for the purpose of carrying out trade union duties. Focus Trust will not unreasonably withhold appropriate time off with pay, in particular time off for representatives to attend meetings convened by Focus-Trust; reasonable time off for representatives to prepare for and/or attend meetings or to consult with employed officials of their union; and reasonable time off for trade union representatives to attend annual conferences and other policy-making conferences of their trade unions as a delegate. 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.
- 34 Focus-Trust will seek to ensure that all meetings convened by Focus-Trust or the individual Academy and involving trade union representatives take place within normal academy operating hours.
- 35 Where possible, Focus-Trust will endeavour to accommodate individual requirements but never at the expense of provision of service to pupils and the wider community.
- 36 Focus-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. Focus-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.
- 37 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.

Other facilities for trade union representatives

- 38 Focus 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 JCNC meetings for up to one hour
 - Notice board in academy staffrooms
 - Reasonable access to and reasonable free use of confidential telephone, computing facilities and photocopying facilities.

Trade union meetings

- 39 Focus-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, requests for meetings during contracted hours will be considered by the Principal taking account of the operational requirements of the Academy. The trade unions will give reasonable notice of all meetings to the Academy. Focus-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 the Principal being informed in advance.
- 40 In the event that a meeting is called at the Focus-Trust headquarters, local union representatives are entitled to claim travel costs in line with the Trust's agreed expense policy.

Disciplinary action involving trade union representatives

- 41 Focus Trust will not take disciplinary action against a trade union representative until an employed official of that trade union has been informed.

End.

Signatures

Name

Signature

Date

Organisation