

Model Agreement for Academies in England

Trade Union Recognition and Facilities and Machinery for
Consultation and Negotiation



COVERING NOTE TO THE TUC MODEL AGREEMENT FOR ACADEMIES IN ENGLAND¹

TRADE UNION RECOGNITION AND FACILITIES AND MACHINERY FOR CONSULTATION AND NEGOTIATION

USING THIS TUC MODEL AGREEMENT FOR ACADEMIES

This model agreement has been agreed by the teacher unions (ATL, NASUWT and NUT) and the unions representing support and other professional school staff (GMB, UNISON and Unite). It is intended to assist the trade unions in negotiations with academies over the confirmation of trade union recognition and the establishment of acceptable arrangements for facilities for union representatives and machinery for consultation and negotiation.

Where an Academy replaces an existing school so that students and staff transfer to the Academy, there should² be a transfer of recognition accompanying the transfer of undertakings under the terms of the TUPE Regulations. In such cases, there should be no need to negotiate the principle of recognition with the Academy sponsor.

In those Academies where there has been no transfer of undertakings from a predecessor school, it may be necessary to negotiate the principle of recognition.

The circumstances of relationships with individual Academy sponsors obviously vary. In some cases, there may already be a satisfactory relationship and arrangements for consultation, negotiation and representation without a formal recognition agreement being in place. In such cases, you will of course want to consider whether a proposal to the Academy sponsor to enter into a formal agreement and arrangements as set out in the TUC model would be of benefit.

Where the model is used, it will serve in those Academies which have succeeded predecessor schools to establish revised arrangements more appropriate to the changed circumstances of the Academy. In Academies without a predecessor school, it will serve to establish appropriate arrangements to give effect to the newly-established recognition arrangements.

The model is, of course, intended for adaptation to the particular local circumstances in each Academy and local authority area.

¹ This agreement covers England as there are currently no plans to introduce Academy schools in the rest of the UK. However, the remit of this agreement will be reviewed in consultation with all the relevant school workforce unions, including EIS and UCAC, if this situation changes in the future.

² Trade unions have a legal right under TUPE to the transfer of recognition arrangements where members who were covered by a recognition agreement transfer to an Academy.

This model procedure provides for recognition for those unions which have existing recognition rights protected by TUPE and are signatories to this agreement. In situations where there are no members of one or more of the nationally recognised TUC affiliated unions (see list in paragraph 1 of the agreement), recognition of such unions will automatically apply whenever they gain membership.

The application of this procedure will be taken forward most effectively in partnership by all of the trade unions which have members at an academy, and the anticipated process will be that these unions will wish to discuss the situation together prior to opening negotiations on presenting this TUC model procedure to the Academy employer body.

The model constitution for the JCNC provides for single table bargaining. The signatory trade unions believe the single table model is the most effective way of bargaining on behalf of the whole school workforce, with provision for sub-groups where appropriate. Advice on situations where academy employers operate more than one Academy can be obtained from trade union regional or national offices.

The model agreement provides for the Academy to participate in local arrangements within the authority relating to time off with pay for any employee who is a trade union officer at branch or national level. This will be particularly important where an existing local officer or Executive member works in a prospective or operational Academy. These local arrangements obviously vary, in particular in terms of the arrangements for funding and compensating for time off, and it may be that some variation may be needed to accommodate the inclusion of the Academy. Advice can be obtained from trade union regional or national offices.

It is not possible for this model agreement to address every eventuality and it is therefore recommended that representatives of the signatory trade unions consult their specific union if they require any further information and clarification on specific parts of the agreement.

MODEL AGREEMENT FOR ACADEMIES IN ENGLAND

TRADE UNION RECOGNITION AND FACILITIES AND MACHINERY FOR CONSULTATION AND NEGOTIATION

INTRODUCTION

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 (name of school), particularly in respect of consultation and negotiation and facility time for Union Representatives. The terms of the Agreement which follows provide that clarification.

PARTIES, COVERAGE AND DEFINITIONS

1. The following trade unions are covered by this agreement:
 - the teacher unions (ATL, NASUWT and NUT) and the unions representing support and other professional school staff (GMB, UNISON and Unite);
 - [other trade unions as may be agreed].
2. This agreement applies in respect of employees in the following categories:
 - teaching staff (ATL, NASUWT and NUT);
 - support and other professional school staff (GMB, UNISON and Unite);
 - [other categories of staff as may be agreed].
3. Throughout this agreement, the following definitions apply:
 - “The Academy” means the governing or other body responsible for the running of the Academy and other persons or bodies having responsibility for the management of the Academy;
 - “The trade unions” means the recognised trade unions as listed above;
 - [other definitions as appropriate].

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. 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 Academy's responsibility to plan, organise and manage the delivery of education to the students at the Academy.
7. In turn, the Academy recognises the trade unions' right to represent and protect the interests of their members employed in the Academy both individually and collectively.
8. The Academy believes that representative trade unions help ensure good employee relations. The Academy will encourage employees to become union members, and will inform new appointees of their right to join a trade union. The Academy will provide the trade unions with the names and work locations of new appointees.
9. The Academy 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.

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 Academy in writing of the names of their appointed representatives.
12. 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. The Academy 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 Academy 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 Academy 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.

Time off with pay for trade union representatives

16. The Academy will permit trade union representatives reasonable time off with pay during their normal working hours (including release from timetabled teaching and learning support in the classroom) for the purpose of carrying out trade union duties.

17. The Academy will also permit trade union representatives 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 Academy will seek to ensure that all meetings convened by the Academy and involving trade union representatives take place within their normal working hours.

19. The Academy will participate in arrangements within the local authority area with regard to time off with pay for any employees who are local or national trade union officers in order to permit time off with pay for trade union duties undertaken in that capacity.

20. The Academy 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 Academy 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 Academy will provide the following facilities to trade union representatives:

- reasonable accommodation to hold meetings and to interview members in a confidential manner;
- confidential access to and reasonable free use of telephone, fax and email 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, 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 Academy 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 Academy 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.

23. The Academy 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 Academy will not unreasonably withhold such consent to such meetings.

Time off for trade union activities

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

JOINT CONSULTATIVE AND NEGOTIATION COMMITTEE

26. The Academy 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.

27. The Academy and the trade unions agree to set up a Joint Consultative and Negotiation Committee (JCNC) consisting of representatives of both sides to undertake the following functions:

- the provision and sharing of information by the trade unions and the Academy;
- consultation on employment procedures and working and organisational arrangements;
- negotiation and agreement on the issues listed below for consideration by the JCNC.

28. Before implementing any changes in employment procedures and working and organisational arrangements, the Academy will undertake consultation and negotiation with trade union representatives through the JCNC.

29. The following matters shall, in particular but not exclusively, be considered by the JCNC:

- negotiating machinery and procedures;
- terms and conditions of employment;
- staffing and pay structures;
- 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, including issues relating to

the curriculum, behaviour policy etc;

- equal opportunities matters.

30. In regard to these items (insert name of the Academy) will employ all staff on the national terms and conditions for school teachers and support staff.

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

32. The constitution and procedural agreement governing the JCNC is attached to this agreement as an Annex.

FAILURE TO AGREE

33. The Academy 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.

34. If the Academy 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 a matter is referred to ACAS for arbitration.

35. Whilst these procedures are being followed the Academy will honour the status quo ante.

[COMMENCEMENT], REVIEW AND VARIATION

36. [This agreement comes into effect on the following date:

- date as appropriate].

37. 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 JCNC.

38. 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 JCNC; or through 12 months' notice of termination from the Academy 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 JCNC 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.

ANNEX

CONSTITUTION FOR THE JOINT CONSULTATIVE AND NEGOTIATING COMMITTEE (JCNC)

Title

1. The Committee shall be known as the Joint Consultative and Negotiating Committee or JCNC.

Purpose of Committee

2. The Committee has been established in support of the Principles and Objectives listed in Paras 4-9 above, and in order to consult and negotiate on the matters listed in the Agreement and other appropriate matters.

Representation at Meetings

3. The composition of the Academy Side is the prerogative of the Academy but there will be an expectation that there will be regular attendance by the appropriate senior Academy officials at all JCNC meetings.

4. Negotiation and consultation on terms and conditions issues will take place through the JCNC. 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 JCNC.

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 alternate [annually] [at each meeting] between the Academy and Union sides.

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 once per term. The date and agreed agenda shall 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 the Academy 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 [as appropriate] members of the Academy side and [as appropriate] members of the Union side.

14. Administrative support to the JCNC shall be provided by the Academy. 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 body for information.