

THE BLUE KITE MULTI ACADEMY TRUST

TRADE UNION RECOGNITION AGREEMENT AND JCC TERMS OF REFERENCE

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 BKAT (Blue Kite Academy Trust) and Unions particularly in respect of consultation and facility time for Union Representatives.

PARTIES COVERED

1. The following trade unions are covered by this agreement:
 - Unions supporting teaching and leadership staff (ASCL, NAHT, NASUWT and NEU)
 - Unions representing support and other professional school staff (GMB, UNISON and Unite)
2. Throughout this agreement, the following definitions apply:
 - “The Trust” means the Trust Board or any other body responsible for the running of BKAT and other persons or bodies having responsibility for the management of the Trust, including the Directors, the CEO, and its academies, including local governing boards and Headteachers;
 - “The trade unions” means the recognised trade unions as listed above

PRINCIPLES AND OBJECTIVES

3. The trade unions identified in this agreement are recognised for the purposes of collective bargaining, consultation and individual staff representation on behalf of the workforce.
4. 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.

5. The trade unions recognise that it is the Trust's responsibility to plan, organise and manage the delivery of education.

6. In turn, the Trust recognises the trade unions' right to represent and protect the rights of their members employed in the academies both individually and collectively.

7. The BKAT and representative 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.

TRADE UNION AND REPRESENTATIVES

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

9. Trade union representatives will be appointed in accordance with the rules of the individual trade unions concerned. The trade unions will annually inform BKAT in writing of the names of their appointed representatives.

10. 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.

FACILITIES FOR TRADE UNION REPRESENTATIVES AND MEMBERS

11. The 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.

Time off with pay for trade union representatives

12. The Trust 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 as per section 168 of TULR(C)A.

13. The Trust will also permit trade union representatives reasonable time off with pay within their normal timetabled working hours (including release from timetabled teaching and learning support in the classroom), 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 and no reasonable request will be denied.

14. The 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 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 as per section 168 (2) of TULR(C)A and no reasonable request will be denied.

15. The Trust 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 Headteacher when seeking consent for such meetings. The Trust will not unreasonably withhold such consent to such meetings.

Time off for trade union activities

16. In accordance with the ACAS Code of Practice the Trust will allow trade union representatives and members reasonable unpaid 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, policy making other conferences. Reasonable time off for trade union representatives to attend annual conferences of their trade unions as a delegate will be paid subject to sufficient notice being given and the school's capacity to cover the duties

Disciplinary action involving trade union representatives

18. If the Trust takes disciplinary action against a trade union representative, then this will be discussed with an employed official of that trade union at an early stage.

JOINT CONSULTATIVE COMMITTEE

18. BKAT will provide 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 all cases.

19. BKAT and the trade unions agree to set up a Joint Consultative Committee (JCC) consisting of representatives of both sides to undertake the following functions:

- the provision and sharing of information by the trade unions and the BKAT consultation on employment procedures, organisational and working arrangements;
- Consultation on the issues listed below for consideration by the JCC.

20. The following matters shall, in particular but not exclusively, be discussed by the JCC:

- 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,
- equal opportunities

21. JCC meetings will be held 3 times a year for the purpose of ensuring the effective implementation of new initiatives and ensuring good ongoing relations. All BKAT academies will adopt agreed HR policies and procedures agreed by the Trust JCC, except where protections under the TUPE regulations apply.

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

23. JCC terms of reference shall be reviewed annually by the JCC to ensure an agreed and workable structure. Current decisions of the group are set out as follows:

- It should consist of no more than 2 representatives from each of the recognised Unions.
- It should meet 3 times a year and be chaired by the CEO
- The agenda will be set by agreement and any item submitted at least 24 hours to the chair prior to the meeting will be discussed.
- For the sake of items which not known in time for the agenda, the provision for AOB will be included.
- Minutes from the meeting will be circulated following the meeting and non-confidential content will be published only when minutes have been agreed
- Members of the committee should be appointed representatives of a recognised union and employees of the BKAT.

FAILURE TO AGREE

24. The BKAT and the trade unions agree that it is in the interests of all parties that consultations are carried out expeditiously and with the aim of reaching agreement.

25. Either party may suggest that a matter is referred to ACAS for either collective conciliation or collective mediation. If the BKMAT 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.

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