



# QUANTOCK

## EDUCATION TRUST

**Trade Union Recognition Agreement  
And Joint Consultation and Negotiation  
Committee Terms of Reference**

## Contents

1. Introduction .....	3
2. Parties Covered.....	3
3. Purpose and scope of Agreement .....	4
4. Membership.....	4
5. Appointment of Trade Union representatives .....	5
6. Responsibilities and duties of Trade Union representatives.....	5
7. Time off work for Trade Union duties and activities .....	6
8. Facilities .....	7
9. Public-sector trade union facility time reporting .....	7
10. Disputes .....	7
11. Joint Consultation and Negotiation Committee .....	8
12. Duration .....	9
13. Legal Status .....	9

## 1. Introduction

- 1.1 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 Quantock Education Trust (QET) and trade unions particularly in respect of consultation and facility time for union representatives.
- 8.1. This agreement sets out arrangements for how the Trust will work with its recognised trade unions in order to resolve issues and problems that may arise during the course of employment at the Trust. This Agreement also sets out the arrangements for facilities that the Trust will provide to the Trade Union Representatives, including Trade Union Learning Representatives, to assist them to represent the interests of Trade Union members who are employees of the organisation. This includes guidance on the circumstances under which time off for Trade Union duties will be agreed. A Representative in this agreement refers to employees of the Trust who are elected by their Trade Union to represent the Union members employed by the Trust. The Trust is committed to developing positive relationships with and amongst its employees. The Trust recognises that Trade unions have an important role to play in the development and maintenance of good employee relations.
- 8.2. The Trade Unions recognise the Trust's responsibility to plan, organise and manage the work of the Trust's academies in order to achieve the best possible results in pursuing its overall aims and objectives.
- 1.2 The Trust recognises the Trade Unions' right to protect and advance its members interests and to work with the Trust to promote their terms and conditions of employment.
- 8.3. The Trust and the Trade Unions recognise their common interest and joint purpose in furthering the aims and objectives of the Trust's academies and in achieving reasonable solutions to all matters which concern them. All parties to this Agreement declare their commitment to maintaining good employment relations.

## 2. Parties Covered

2.1 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, Unite and UNISON)

2.2 Throughout this agreement, the following definitions apply:

- "The Trust" means the Trust Board or any other body responsible for the running of QET and other persons or bodies having responsibility for the management of the Trust, including the CEO, Directors, local governance committees and Headteachers;
- "The trade unions" means the recognised trade unions as listed above.

### 3. Purpose and scope of Agreement

- 8.4. The overall strategic leadership and management of the Trust is the responsibility of the Trust's Governing Body, and the Trade Unions recognise the fundamental right of the Trust to be responsible for its management, organisation, and policies.
- 8.5. However, the Trust and the Trade Unions have common objectives to:
- Maintain good employment practices and employee relations;
  - Work at a local level with school-based stewards to solve problems through discussion and agreement where possible;
  - Encourage communication with the Trust's employees;
  - Ensure transparency and accountability for the time spent by Representatives who are Trust employees on Trade Union duties;
  - Ensure that all employees and prospective staff are treated fairly and equally; and
- 1.1.1 Support and enhance the delivery of high-quality teaching and learning to the benefit of all students and employees.
- 8.6. This Agreement provides the formal framework within which relations between the Trust and the Trade Unions will operate. It provides Trust managers, Trade Union officials and Representatives with clear guidelines under which time off and facilities will be agreed.
- 3.2 The trade unions identified in the agreement are recognised for the purposes of collective bargaining, consultation and individual staff representation on behalf of the workforce.
- 3.3 In addition, the Trust will consult with the Trade Unions in respect of the following matters:
- TUPE transfers
  - Redundancies
- 8.7. It is agreed that consultation, negotiation and representation will be conducted and carried out at a local level involving school-based Trade Union representatives. Where appropriate, local school-based representatives may refer matters to the relevant Trade Union branch office or national level.

### 4. Membership

- 4.1 The Trust recognises the right of employees to choose whether or not they wish to belong to a trade union. This Agreement recognises the right of any individual employee to join a Trade Union, hold office within a Trade Union and benefit from Trade Union representation. It is acknowledged that all employees within each Trade Union will be subject to the rules and constitution of that Trade Union.
- 4.2 The Trust agrees that it will use its reasonable endeavours to inform any new employees of the existence of this Agreement to give such employees the opportunity to be informed about contact details for the appropriate Trade Union.
- 4.3 The Trust agrees to make an appropriate deduction from the employee's monthly salary, which the Trust will pay to the appropriate Trade Union on the employee's behalf in lieu of the employee's Trade Union subscription fees.

## 5. Appointment of Trade Union representatives

- 5.1 For the purposes of this agreement, the term “trade union representatives” includes Trust/workplace representatives, health and safety representatives and learning representatives.
- 5.2 Trade union representatives will be appointed in accordance with the rules of the individual trade unions concerned. The trade unions will inform the Trust of the names of their appointed representatives.
- 5.3 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. The Trust will not decline to recognise appointed trade union representatives.
- 5.4 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.
- 5.5 The Trust recognises that trade union representatives fulfil an important role and that the discharge of their duties as trade union representatives will in no way prejudice their career prospects or employment with the Trust.

## 6. Responsibilities and duties of Trade Union representatives

- 6.1 Each Trade Union representative shall, insofar as their duties in that capacity are concerned, be subject to the control of the relevant Trade Union and will operate within the agreed procedural arrangements set out within this Agreement.
- 6.2 Each representative of each Trade Union will represent the interests of the Trade Union and trade union members.
- 6.3 The duties of the Trade Union representatives will include the following:
  - Consulting and negotiating as appropriate with the Trust’s management about the matters listed in clause 11.3; and
  - Representing members in relation to matters listed at clause 7.6.
- 6.4 At all times, the Trade Union representatives will undertake their duties diligently and in accordance with this Agreement.
- 6.5 Without prejudice to clause 7 below in all other respects, the Trade Union representatives will conform to the same working conditions and duties of their fellow employees.
- 6.6 The Trade Unions are encouraged to engage in positive and constructive discussions with the Headteacher about any matter that might support the main purpose of the Trust (to provide high quality education and raise standards of attainment and achievement for all its students) or enhance employment relationships.
- 8.8. The Trade Unions shall take all reasonable steps to ensure that their Trade Union representatives shall not (except in the proper course of their trade union duties, as authorised or required by law, or with the express permission of the Trust), either during their appointment or after the termination of their appointment (howsoever arising) use any Confidential Information belonging or related to the Trust or any of the Trust’s employees, students, members of the respective governing bodies, Trustees or workers.

## 7. Time off work for Trade Union duties and activities

- 7.1 The Trust agrees to consider requests for reasonable time off with pay during working hours from any employee who is an official of the Trade Union (within the meaning of s.119 of the Trade Union and Labour Relations (Consolidation) Act 1992 (the “Act”)) or a member of the Trade Union so that the Trust can comply with its statutory duties to allow such time off under the Act. In determining what is reasonable, the Trade Unions will have regard to the operational requirements of the Trust and minimise business disruption and will be considered on a case by case basis.
- 7.2 In turn the Trust will take reasonable steps in the planning and management of time off and the provision of cover or workload reduction, taking into account the legitimate needs of the Trade Unions to discharge their functions and receive training efficiently and effectively.
- 7.3 Before taking time off, Trade Union representatives and Trade Union Learning representatives must inform and obtain advance permission from the Headteacher, setting out the general purpose of the time off, the intended location, the expected timing and duration of time off required. Any requests for time off should be made in writing and as soon as possible in advance.
- 7.4 Where it is not reasonably practicable to give advance notice of such requests, the Trust will use its reasonable endeavours to accommodate such requests, subject always to the operational needs of the Trust, minimising the impact on students, which take priority.
- 7.5 Whether the time off is considered reasonable will depend on:
- workloads and school priorities;
  - the need to maintain teaching and learning;
  - needs of line managers and co-workers;
  - importance of health and safety at work; and/or
  - amount of time representatives have already had off for Trade Union work.
- 7.6 Specific Trade Union duties and activities include:
- Representation of individual members in accordance with Trust HR policies;
  - To meet with and prepare for meetings/hearing and appeals in relation to Trust HR policies;
  - Performing functions under H&S safety legislation;
  - Attending training relevant to the carrying out of their duties as a Trade Union representative (as identified in this agreement) and Trust meetings as required;
  - Attending workplace meetings to discuss and vote on the outcome of negotiations and to inform members of the outcome of consultation process;
  - Meetings to discuss issues that affect Trade Union members in relation to redundancy;
  - Voting in Trade Union elections;
  - Meeting full time trade Union officers to discuss issues relevant to the workplace.
- 7.7 The Trust will not pay salary to Trade Union Representatives who spend time on trade union duties outside of their normal working hours, attending meetings with union officials or when participating in industrial action. If Trade Union Representatives work part time they will be paid under the same arrangements as if they were full time employees i.e. if they are engaged in duties or training that require them to attend outside of their normal working hours.
- 7.8 Each Trade Union Representative and Trade Union Learning Representative must maintain a record of all time off taken (both paid and unpaid). This record should be submitted to the HR department.

7.9 Without any intent to compromise the fair objectives of the Trade Unions, the Trust will seek to minimise any disruption to teaching and learning of students which may occur as a result of a staff member's fulfilment of their legitimate representative duty. To enable this, all Trade Unions recognise under this Agreement to cooperate reasonably and fully with any time so spent.

## 8. Facilities

8.9. Subject to its operational requirements, the Trust agrees that it will use its reasonable endeavours to provide facilities as defined in the Trade Union Congress (TUC), Employment Rights Act 1996, and ACAS guidance to the Trade Union representatives for them to perform efficiently the duties referred to at clause 6.3 above. Such facilities may include:

- Reasonable accommodation for meetings;
- Access to reasonable space on a noticeboard and intranet space;
- Reasonable access to internal mail and email;
- Reasonable access to intranet;
- Reasonable access to telephone;
- Provision of secure filing space;
- Reasonable access to photocopying.

8.10. All such equipment is to be used in accordance with the Trust's policy pertaining to staff conduct. All Trade Union Representatives will be obliged to record the cost of telephone calls and multiple photocopying which will be paid for by the appropriate Trade Unions.

8.2 The Trade Unions commit themselves to training their elected representatives to provide them with the skills and the confidence to undertake their duties properly and effectively.

## 9. Public-sector trade union facility time reporting

9.1 The Trust has a duty to record and publish data related to its usage and spend on Trade Union facility time.

9.2 Trade Union Representatives and Trade Union Learning Representatives must therefore ensure that they follow the agreed procedure for informing their Headteacher of their wish to take paid time off to carry out their duties as a Trade Union Representative or Trade Union Learning Representative.

8.11. Headteachers must ensure that all such paid time off is accurately recorded passed to the HR department.

## 10. Disputes

8.12. Both the Trust and the Trade Unions are committed to resolving on an informal basis any disputes in relation to time off for union duties, training or activities or access to facilities. If a Trade Union Representative remains aggrieved, they should raise the matter in accordance with the Trust's Grievance Policy and Procedure.

10.1 The 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 outcome for all parties

8.13. If the Trust and the Trade Union 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. If all parties agree the matter may subsequently be referred to ACAS for arbitration.

## 11. Joint Consultation and Negotiation Committee

11.1 The Trust 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.

11.2 The Trust and the trade unions agree to set up a Joint Consultation 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 Trust on employment procedures, organisational and working arrangements;
- Consultation on the issues listed below for consideration by the JCNC.

11.3 The following matters shall, in particular but not exclusively, be discussed by the JCNC:

- 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.

11.4 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 Trust schools will adopt agreed HR policies and procedures agreed by the Trust JCNC, except where protections under the TUPE regulations apply.

11.5 The Trust 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.

11.6 JCC terms of reference shall be reviewed annually by the JCNC 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
- Members of the committee should be appointed representatives of a recognised union and employees of the Trust.



11.7 This Joint Consultative agreement comes into effect on 1 September 2023. The provisions of such may be reviewed at the request of either side at any time by mutual agreement of all parties following discussion as an agenda item at a meeting of the JCNC.

## 12. Duration

2 This Agreement may only be terminated by mutual consent or by six months notice from either of the parties. During the six month period ACAS may be involved in order to reach a new agreement.

## 13. Legal Status

The Trust and Trade Unions accept that the terms of this Agreement are binding in honour upon them but do not constitute a legally enforceable agreement.