

The Good Shepherd Multi Academy Trust

Trade Union Framework for Consultation and Negotiation with the Good Shepherd Multi Academy Trust

November 2015



**The Good Shepherd
Multi Academy Trust**

VALUES OF THE TRUST

Every member of the Trust family of schools will be valued and encouraged to fulfil their potential. In our Trust we believe:

- Everyone has something to offer
- Trust, honesty, empathy and social responsibility are the Christian values that frame our work
- We are here for the whole person, spiritually, morally, educationally and socially
- In working with transparency and openness

RATIONALE

This framework represents the on-going shared commitment of The Good Shepherd Multi Academy Trust (hereafter referred to as the Trust) and Trades Unions to work in partnership together, to the benefit of our students and staff. In particular, the partnership recognises the shared responsibility to maintain an effective workforce through sensitive and supportive management and a commitment to continuous professional development.

The Trust is committed to high levels of professionalism. We recognise and value the contribution made by the trade unions in supporting staff and developing best practice.

This document, which is based on the TUC model, provides a framework for close and effective future partnership working.

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 / Foundation status to academy status, means that there is a need to clarify the specific working arrangements between the Unions and The Good Shepherd Multi Academy Trust, 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, NUT, NAHT) 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.
3. Throughout this framework, the following definitions apply:
 - 'The Trust' means The Good Shepherd Multi Academy Trust.
 - 'The trade unions' and 'professional associations' means the recognised trade union / professional associations as listed above.

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. Subject to paragraph 6 this agreement is intended to promote and assist in the establishment of:
 - 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. This agreement is intended to be implemented alongside the obligations that the Trust must meet in accordance with TUPE regulations.
7. The trade unions recognise that it is the Trust's responsibility to plan, organise and manage the delivery of education to the students in the academies. The trade unions recognise that the Trust has a declared set of values and will take these into account in their dealings with the Trust. In turn, the Trust recognises the trade unions' right to represent and protect the interests of their members employed in the academies both individually and collectively.
8. The Trust believes that representative trade unions help ensure good employee relations. The Trust will encourage employees, including trainee teachers, to

become union members, and will inform new appointees of their right to join a trade union. A list of contact details for representatives of each trade union and or professional association will be available in each academy.

9. The Trust 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 / PROFESSIONAL ASSOCIATION 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 Trust in writing of the names of their appointed representatives and ensure an up-to-date list of all representatives is maintained.
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 Trust will not unreasonably 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 Trust undertakes that no trade union representatives employed by them will suffer any disadvantage as a result of undertaking this role on behalf of trade union members.

FACILITIES FOR TRADE UNION / PROFESSIONAL ASSOCIATION REPRESENTATIVES AND MEMBERS

15. 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 framework.
16. The Trust will, on behalf of its academies, participate in and contribute to arrangements within Cumbria local authority area with regard to time off with pay for trade union officers. The Trust and the trade unions agree that such arrangements will both assist effective trade union representation and significantly reduced the need for time off for trade union representatives within academies.
17. The Trust will make arrangements for the deduction and transfer of union subscriptions through payroll.
18. Trade union representatives will arrange their union duties so as to cause minimum interference with the running of the academies within Trust and the work of colleagues. Trade union representatives will provide the maximum notice possible to their headteacher when time off is required.

19. Stationery, incidental material and resources will be funded by the trade union. Travelling costs and expenses for union training and/or conferences will be met by the relevant trade union.

Time off with pay for trade union / professional association representatives

20. The Trust will permit trade union representatives employed by the Trust reasonable time off with pay during working hours (including release from timetabled teacher and learning support in the classroom) for the purpose of carrying out trade union duties. Costs will normally be met from the facilities fund. Due regard will be given to the size of school and the impact of frequent absence.
21. Representatives are expected to request time off from work and submit as far in advance as reasonably practicable and should include the nature of the time off, the duration of the time off using the leave of absence form. The Trust reserves the right to take disciplinary action should the union representative fails to request authorisation.
22. Representatives shall record the time that they spend on trade union activities and the Trust will have access to relevant records. Records should include the date, time and length of union meetings.
23. Salary will not be paid nor time off in lieu given to representatives for undertaking trade union duties outside of their normal working hours.
24. Where it is practical and reasonable the Trust will hold its meetings in normal working hours.
25. Paid time off will not be permitted for the furtherance of industrial action. If the trade union representative fails to abide by the terms of this agreement then disciplinary action may be applicable.

Time off with pay for trade union / professional association representatives to undertake Trade Union duties in Cumbria

26. The Trust will release Trade Union Representatives to undertake duties across Cumbria, provided that the cost of cover for their release is recouped by the Trust from the relevant Local Authority facilities fund.

Other facilities for trade union / professional association representatives

27. The Trust will provide the following facilities to trade union representatives at each of its academies:
 - Reasonable accommodation to hold meetings and to interview members in a confidential manner.
 - Confidential access to and reasonable use of telephone, fax and email facilities and computing and photocopying facilities.
 - A Union notice board in all academy staff rooms,
 - 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 / professional association meetings

28. The Trust will allow trade union members to hold meetings on the premises outside normal working hours, and also at lunchtimes and immediately following the end of the student day through agreement sought from the Headteacher of the relevant academy. The trade unions will give reasonable notice of such meetings to the Trust. The Trust 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 providing this does not disrupt the smooth running of the Academy.

Time off for trade union / professional association activities

29. 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 unions or other appropriate bodies and no reasonable request will be denied.

Disciplinary action involving trade union / professional association representatives

30. The Trust will not take disciplinary action against a trade union representative until an employed official of that trade union has been informed. The parties hereto recognise that suspension does not amount to disciplinary action.

Consultative Committee

31. The Trust 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 not to disclose information in cases requiring genuine commercial confidentiality.

32. The Trust and the trade unions agree to set up a Consultative Committee consisting of a representative from each trade union to undertake the following functions:

- The provision of sharing of information by the trade unions and the Trust.
- Consultation on employment policy e.g. terms and conditions of employment, health and safety etc.
- Consultation on professional issues.

33. The Trust 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 an agreement.

Commencement, Review and Variation

34. This framework comes into effect on the following date:

- 1st February 2016

35. The provisions of this framework may be reviewed at the request of either side or varied at any time by mutual agreement of all parties.

REVIEW AND VARIATION

36. 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 JCC.
37. The agreement itself may be terminated at any time by mutual agreement of all parties following discussion; or through 12 months' notice of termination from the 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 JCC. Any individual trade union may withdraw from this agreement through 12 months' notice of withdrawal.

ANNEX 1

CONSTITUTION FOR THE JOINT CONSULTATIVE COMMITTEE (JCC)

Title

1. The Committee shall be known as the Joint Consultative Committee or JCC.

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 Trust representatives is the prerogative of the Trust but there will be an expectation that there will be regular attendance by the appropriate senior Trust officials at all JCC meetings. Each union may be represented by a member.
4. Consultation on terms and conditions issues will take place through the JCC. 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 JCC.
5. The membership of shall be determined annually and shall inform the other party promptly of any changes in representation. It is likely that attendees from trade unions will represent each other on occasion.
7. Advisers with speaking rights may attend.
8. The office of Chair shall alternate at each meeting between the Trust and Unions.

Meetings

9. The Trust and the unions shall nominate a Secretary who shall be responsible for liaising on matters such as dates of meetings, agreement of agendas and draft minutes, issuing invitations and agenda to members etc.
10. Termly meetings will be arranged. 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 Trust and union representatives. If there is no reason to meet this will be agreed through the secretaries.
11. Special meetings shall be held where either the Trust or Union side submits a request in writing or e-mail to the other side through the nominated secretary. 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.
14. Administrative support to the JCC shall be provided by the Trust. 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 directors of the Trust for information.

ANNEX 2

CONTACT DETAILS

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