

Agreement for Consultation and Negotiation, and Trade Union Recognition

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.

Parties, Coverage, and Definitions

1. The Employers recognise the following trades unions for individual and collective representation, consultation and negotiation purposes:
 - the unions representing teaching staff and the unions representing support and other professional school staff [ATL, NASUWT, NUT GMB, UNISON and their successors-in-title];
2. This recognition agreement applies in respect of employees in the following categories:
 - teaching staff, support and other professional school staff [ATL, NAHT, NASUWT, NUT, GMB, UNISON and their successors-in-title];
3. Throughout this agreement, the following definitions apply:
 - “The Academy” means the body corporate and legal person which is the **Central Schools Trust**, including therein the governing or other body responsible for the running of the **Balsall Common Primary School Academy and Damson Wood Nursery Academy** and other persons or bodies having responsibility for the management of the **Central Schools Trust**;
 - “The Employers” means:
 - (a) Solihull MBC Local Authority; or
 - (b) Any Academy, within the area covered by Solihull MBC, which is a party to this Agreement.
 - “The trades unions” means the recognised trade unions as listed above in clauses 1 and 2;

Principles and Objectives

4. The Employers recognise the independent trades unions identified in this agreement for the purposes of collective bargaining, consultation, and staff representation of individuals, on behalf of the whole workforce.
5. This agreement is intended to promote and assist in the establishment of:
 - good practice with regard to matters of employment, and health and safety, and learning by the staff;
 - effective communication;
 - participation and involvement of staff;
 - effective and prompt resolution of issues and disputes;
 - equal opportunities in employment; and
 - professional issues concerning teaching and learning, including issues relating to the curriculum, behaviour policy etc.

6. The trade unions recognise that it is the responsibility of the Employers or school to plan, organise and manage the delivery of education to the students.
7. In turn, the Employers recognise the trades unions' right to represent and protect the interests of their members both individually and collectively.
8. The Employers and the trades unions declare their commitment to maintaining good industrial relations and agree to make every reasonable effort to resolve any difficulties which may arise and to ensure that this agreement is effective.

Trade Union Representatives

9. For the purposes of this agreement, the term "trade union representatives" includes workplace representatives, health & safety representatives, and Union Learning Representatives.
10. Trades union representatives will be appointed in accordance with the rules of the individual trades unions concerned. The trades unions will inform the Employers in writing of the names of the appointed representatives.
11. The Employers undertake 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

12. The Employers agree to provide appropriate facilities to trade union representatives and members, in order to enable them to discharge trade union duties and to facilitate the objectives of the effective communication and consultation with employees and their representatives as set out earlier in this agreement.
13. The Employers **don't agree** [agree/don't agree] to pay annual Subscriptions into a "Facilities Time Fund" ("FTF"). The arrangements governing the FTF are set out in Appendix 1 of this Agreement.

[If in the event of non-agreement please outline details of the intended process for consultation/negotiation with staff and trade unions.]
Central Schools Trust will make arrangements as required.

Disciplinary action involving trade union representatives

14. The Employers will not take disciplinary action against a trade union representative until, on reasonable notice, an employed official of that trade union has been consulted.

Joint Consultative Negotiating Committee

15. The Employers and Unions will engage in meaningful consultation and negotiation. The Employers agree to provide such information as necessary to facilitate 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.

16. A JCNC **will not** [will/will not] be established, consisting of representatives of both sides, to undertake the following functions:
- the provision and sharing of relevant information by the trade unions and the Employers;
 - consultation on employment procedures and practices, and on working and organisational arrangements;
 - Consultation and agreement on the issues listed below.

[If this is not applicable the Academy should replace this part with details of how they intend to consult/negotiate with staff and trade unions]

Consultation with staff is weekly, through staff meetings, and bi-weekly, through phase meetings.

17. The constitution and procedural agreement governing the JCNC are set out in Appendix 2 of this Agreement.

Failure to Agree

18. The Employers and the trades 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.
19. If the Employers and the trades unions cannot reach an agreement, either side may refer the matter to the Advisory Conciliation and Arbitration Service [ACAS] for conciliation and resolution of the issue. Both sides may subsequently agree, where necessary, that a matter is referred to ACAS for arbitration.

Commencement, Review, Variation, and Termination

20. This agreement comes into effect on the following date:
- **3rd October, 2016**
21. 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 Association Secretaries Group
22. The agreement itself may be terminated at any time following discussion as an agenda item at a quorate meeting of the Association Secretaries Group;

Signed and agreed by :

Date:

APPENDIX 1 [for information]

FACILITIES TIME FUND

1. The parties to this agreement believe that:
 - (a) good staff relations are essential to the smooth functioning of any successful establishment; and
 - (b) trade union representation contributes greatly in this regard; and
 - (c) it is desirable to establish a Facilities Time Fund (“FTF”) with the attendant economies of scale and access to expertise; and
 - (d) all Schools and Academies, Head-teachers and Governors, are likely from time to time to need expert Human Resources advice; for example on the conditions of service of staff, and on the production of relevant policies to support these; and
 - (e) correspondingly, to avoid industrial relations problems and to deal with any which do arise, members of staff are likely from time to time to need expert advice from lay union representatives; and
 - (f) it is desirable that lay union representatives be trained, and have reasonable time off in order to deal with cases; and
 - (g) the establishment of an FTF will assist maintaining the cohesion of the Solihull family of schools and academies.
2. Solihull Metropolitan Borough Council has agreed henceforth to administer an FTF.
3. The monies in the FTF will be used solely to reimburse schools and academies for the cost of:
 - (a) supply cover; and
 - (b) administrative support; and
 - (c) office accommodationto allow lay union representatives to fulfil their functions.
4. Each recognised trade union shall draw from the FTF in proportion to the number of its members who are employed in the Borough of Solihull by Employers who are party to this Agreement.
5. In determining the number of members of a trade union in order to calculate the proportion referred to in paragraph 4 of this Appendix, the number shall be those members of the trade union who are employed in the Borough of Solihull, by Employers who are party to this Agreement, on 1 October of the year in which a Subscription is to be paid.
6. Every Employer shall by 31 October each year pay a Subscription into the FTP.
7. A “Subscription” is the sum of £N/A for each pupil who is registered in an institution within the area of Solihull MBC for which that Employer is responsible.
8. The amount of the Subscription for the following school year shall be jointly determined by the JCNC before 30 June in the preceding school year. In default of agreement, either side can refer the issue to ACAS.
9. In determining the number of pupils registered at any given institution, the number shall be those pupils registered on 1 October of the year in which a Subscription is to be paid. For pupils who are registered part-time at an institution, the amount of the Subscription to be made by that institution for such a pupil shall be determined *pro rata*, according to the proportion of time for which the pupil is registered at that institution. If a pupil is permanently excluded or de-registered

after 1 October, the amount of the Subscription relating to that pupil for that school year will not be re-payable from the FTF.

APPENDIX 2 [for information]

CONSTITUTION FOR THE JOINT CONSULTATIVE 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 Section 2 of the Recognition Agreement; and in order to consult and negotiate on the matters listed in Section 5 of that Agreement and on other appropriate matters.

Representation at Meetings

3. The composition of the Employers' side is the prerogative of the Employers, but it is intended that appropriate senior representatives of the Employers will attend all JCNC meetings.
4. Consultation and negotiation on terms and conditions issues will take place through the JCNC. From time to time as necessary, sub-groups may meet to discuss issues which only affect teachers or only support staff and other professional school staff. These sub-groups will only be formed by joint agreement, and will report back to the full JCNC.
5. Each side shall annually determine its composition.
6. Each side shall inform the other side promptly of any changes in representation.
7. Substitute representatives shall be permitted on both sides where necessary but, in the interests of continuity, each side shall seek to ensure that its nominated representatives attend all meetings.
8. Each side shall be entitled to be accompanied by an adviser with speaking rights.
9. The office of Chair shall alternate annually between the Employers' side and the Union side.

Meetings

10. 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..
 11. 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 if possible agreed by both sides.
 12. Special meetings shall be held where either the Employers' side or the 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.
 13. Each side shall be entitled to a pre-meeting prior to the joint meeting, in order to discuss the business on the agenda.
 14. The quorum for all meetings shall be [*as appropriate*] members of the Employers' side and [*as appropriate*] members of the Union side.
 15. Administrative support to the JCNC shall be provided by the Employers. 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 bodies of the Employers' schools for information.
-