

Title

**TRADE UNION RECOGNITION AGREEMENT**

REVIEWED: June 2020

NEXT REVIEW: June 2021

## 1. Definition of terms

1.1 In this Agreement:-

- The Trust refers to the **Brooke Weston Trust**
- The Trade Unions Brooke Weston Trust recognises the following trade unions for individual and collective bargaining and consultation with a view to reaching agreement purposes: the teacher trade unions (ASCL, NAHT, NASUWT, NEU, Voice) and the trade unions representing support and other professional school staff (GMB, UNISON and Unite);
- The term 'official' is used to refer to full and part time employees of a trade union.
- The term 'representative' is used to refer to an employee of the Trust who operates on behalf of a trade union at a local level or Trust-wide. S/he will have been appointed in accordance with the rules of the trade union.
- The guidance in this document primarily applies to duties and activities which relate to employee relations between the Trust and its employees. Only those trade unions recognised within this agreement are able to claim for facility time.
- Representatives refers to employees of the Trust who are elected and/or appointed by their unions to represent the Union members employed in the Trust's Academies.

## 2. Commencement Dates

2.1 This Agreement commences on 27 October 2020

2.2 Trade union recognition rights for recognised trade unions are automatically transferred over when a maintained school becomes an Academy. There is therefore a need to clarify the working arrangements between the trade unions and Brooke Weston Trust in respect of consultation and negotiation and facility time for Union Representatives. The terms of the Agreement which follows provide that clarification.

## 3. Objectives

- 3.1 The aim of this Agreement is to support and develop employer/employee relations at Brooke Weston Trust. In drawing up this agreement, the Trust and the trade unions have a common objective in ensuring the long term efficiency and success of Academies of the Trust for the benefit of students, staff and the communities they serve.
- 3.2 Brooke Weston Trust wishes to maintain a framework in which matters of mutual interest between management and trade unions can be discussed in an orderly way and places importance in developing effective employee relations' policies, which promote the trust of employees and the trade unions, as well as advancing the interests of the organisation.
- 3.3 The Trust and the recognised trade unions will seek, as far as reasonably practicable, to resolve any problems arising from the operation of this Agreement in a constructive manner.

## 4. Statutory Provisions

- 4.1 The provisions of this Agreement are in accordance with the Trade Union and Labour Relations (Consolidated) ACT (TULR(C)A) 1992 and the relevant amendments made by the Employment Act 2008. This procedure is also based on the recommendations within the Acas Code of Practice.
- 4.2 Whilst this Agreement is not legally enforceable, the Trust and the trade unions are committed to working together in partnership and co-operation.

### 5. General Principles

- 5.1 The parties have identified common objectives they wish to pursue and achieve. These are:
- 3.4.1 to ensure that employment practices in the Trust are conducted to the highest possible standards;
  - 3.4.2 to enhance effective communication with all staff throughout the Trust;
  - 3.4.3 to ensure that equal opportunities are offered to staff or prospective staff and that the treatment of staff will be fair and equitable in all matters of dispute;
  - 3.4.4 to ensure transparency and accountability for time spent by representatives who are Academy employees on trade union duties.
- 5.2 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. Both parties declare their commitment to maintaining good employment relations.
- 5.3 The trade unions recognise that it is the responsibility of Brooke Weston Trust, through the liaison with Academy leaders and the Executive Team, to plan, organise and manage the delivery of its curriculum.
- 5.4 In turn, Brooke Weston Trust recognises the trade unions' right to represent and protect the interests of their members employed at Brooke Weston Trust, both individually and collectively.
- 5.5 The parties to the Agreement recognise the contribution that can be made by the trade unions and their officials/representatives.
- 5.6 The Trust encourages employees to join an appropriate trade union recognised by this agreement, and will bring this to attention of all staff. Individuals will not be discriminated against during the course of their employment for membership of a trade union or activities undertaken in the capacity of trade union representative/official.
- 5.7 The Trust operates in an open and transparent manner. However, where it is agreed that a confidential matter has been discussed, for example when the employer is seeking the views and advice from union colleagues, union representatives will, as far as is reasonably practicable, respect and maintain the confidentiality of information they are given access to by the Trust where disclosure would harm the functioning of, or would be prejudicial to Brooke Weston Trust business interests and decision-making. Where disclosure of any information is necessary, prior agreement must be sought from the Chief Executive Officer of Brooke Weston Trust. Equally, the Trust will respect the responsibility of union representatives to their members by sharing information (which has not been agreed as confidential or embargoed) that may affect them. This will not apply to a genuine whistleblowing concern.
- 5.8 Brooke Weston Trust will respect the confidential and sensitive nature of communications between unions and their members.

### 6. Trade Union Representation

- 6.1 The Trust recognises the trade unions listed in this agreement as the sole bodies with which it will consult and conduct collective bargaining with a view to reaching agreement on those matters identified in Clause 7.3 of this agreement.
- 6.2 The Trust accepts that the trade unions' members will elect/appoint representatives, in accordance with each trade union's rules, to act as their spokespersons in representing the interests of their members. Each trade union will be entitled to elect representatives as appropriate in each Academy.
- 6.3 The trade unions agree to inform the Trust of the names of all elected representatives in writing as soon as reasonably practicable, following their election and to inform the Trust in writing of any subsequent changes.

- 6.4 It is the responsibility of the trade union(s) to ensure that:
- i. representatives and officials have received sufficient training to enable them to operate competently in their roles. In the case of ULRs, they must be trained:
    - at the time when the trade union provides The Trust with written notification of the appointed/elected ULRs; or
    - within six months of that date and this again must be confirmed to the Trust in writing. In exceptional circumstances, this six month period may be extended, subject to prior discussion and approval between the trade union and The Trust's Academies to pay for training fees and expenses other than for courses organised by The Trust's Academies;
  - ii. training is approved by the relevant Trades Union Congress of the recognised trade union or by the trade union itself.

### 7. Facilities for Trade Union Meetings

- 7.1 Trade union meetings may be held on the premises of Academies and should normally be outside of core working hours where practicable. Agreement should be sought from the Academy Principal in advance and the Trust advised of the agreed date, time and venue. The Trust will not refuse such meetings to be held on the premises unless there are good reasons. Meetings will be open to all staff members who are members of the trade union holding the meeting and to others who wish to join following prior agreement with the trade union(s) in question. 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.
- 7.2 The Trust agrees to provide facilities as defined in the Trade Union Congress (TUC), Employment Rights Act (1996) and ACAS guidance to the trade union representative to enable them to discharge their duties including: provision of secure filing space; access to reasonable space on a notice board; access to a confidential telephone, fax, internal mail and email; reasonable use of equipment such as telephones, photocopiers, and PCs, but not for sole use; reasonable accommodation for meetings. All such equipment is to be used in accordance with the Trust's relevant policies pertaining to staff conduct and data protection. Any costs incurred by trade union representatives for telephone calls and multiple photocopying will be paid for by the Trust.
- 7.3 Refer to the Trade Union Facilities Agreement (Appendix 2) for further information.

### 8. Time off with Pay for Trade Union Duties and Activities

- 8.1 The Trust agrees to provide appropriate and reasonable facilities to trade union representatives and members in order to enable them to discharge trade 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 the agreement. For casework, trade unions agree to provide rapid response to personnel issues, the process of which is outlined in the Trade Union Facilities Agreement (appendix 2).
- 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. Trade union representatives will be granted reasonable time off at times agreed with the Trust, with pay, to attend training courses run by the trade union or other appropriate bodies which are relevant to the discharge of their trade union duties. Please refer to appendix 2, paragraph 12 for further details.
- 8.3 Members of staff have an entitlement to consult with their trade union without detriment.

### 9. Conduct of Trade Union Representatives

- 9.1 It is the responsibility of the respective trade unions to ensure that their representatives fully understand the extent of their authority and responsibility in their role. Any necessary training required will be provided and/or organised by the trade unions.
- 9.2 The Trust will not take disciplinary action against a Trade Union representative until an employed official of that Trade Union has been consulted. However, if immediate precautionary suspension is necessary, whilst every effort should be made for these discussions to take place initially, this should not prevent the suspension where it cannot be reasonably be delayed.
- 9.3 In the event of any trade union officer being subject to any alleged breach of any adopted procedure agreed with the trade unions, in accordance with the Acas Code Of Practice, an appropriate full-time official will be informed prior to any action being taken by the Trust.

## 10. Joint Consultation Committee

- 10.1 The Trust and the trade unions agree to establish a Joint Consultative Committee (JCC) consisting of representatives of both sides.
- 10.2 The JCC shall be governed by a written constitution, a copy of which is attached to this Agreement (Appendix 1).
- 10.3 The function of the JCC is to negotiate with a view to reaching agreement on all aspects affecting employment procedures and organisational arrangements. These shall include:-

### 10.3.1 Information

The Trust undertakes to supply the trade unions with the necessary information for it to carry out effective consultation and collective bargaining with a view to reaching agreement, in accordance with the ACAS code of practice. As far as reasonably practicable, the trade unions agree to treat information with sensitivity in case of genuine commercial confidentiality.

### 10.3.2 Consultation

To enable consultation and negotiation with recognised trade unions and trade union representatives with a view to reaching agreement on various aspects as listed below:

- Negotiating machinery and procedures
- Terms and Conditions of employment
- Staffing and pay structures
- Employment procedures and policies
- Staff training and development
- Job grading and Job evaluation systems
- Employment policies and procedures
- Provision of staff amenities
- Day to day operational issues which affect staff (deployment, security, prospects)
- Health and safety matters
- New Technology
- Matters relating to the Equality Act 2010

### 10.3.3 Statutory consultation on

- Redundancies
- TUPE transfers

### 10.3.4 Collective Bargaining with a view to reaching agreement on

- Pay Awards
- Holidays
- Hours of work

where these are not covered by any collective national or local agreements adopted by the Trust.

10.4 In regards to these items, Brooke Weston Trust will refer to the School Teachers' Pay and Conditions Document and the National Joint Commission but is not bound by these. Brooke Weston Trust and the trade unions agree that any dispute on interpretation of this agreement or any other matter will be referred to the JCC for resolution.

10.5 See Appendix 1 for details of the JCC Constitution.

## 11. BWT Staff Consultation

11.1 Brooke Weston Trust operates a Staff Consultation Group in each of its Academies as a forum for discussing matters which directly affect the interests of the staff, for example the matters listed under 8.3.

11.2 Recommendations will be shared from these Groups for consideration at the JCC which remains the formal consultative, collective bargaining and negotiation body.

11.3 Please refer to Appendix 3 for details of the Staff Consultation Group Protocol.

## 12. Right to Representation

12.1 The Trust undertakes to advise an employee facing disciplinary action to consult with his/her trade union representatives.

12.2 The Trust recognises the right of all employees to receive representation as stated in the Employment Act (1996) and in accordance with Brooke Weston Trust policies and procedures.

12.3 The Trust agrees to provide appropriate and reasonable facilities to trade union representatives and members in order to enable them to discharge trade 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 the agreement. For casework, trade unions agree to provide rapid response to personnel issues, the process of which is outlined in the Trade Union Facilities Agreement (appendix 2).

## 13. Failure to Agree

13.1 Brooke Weston Trust and the trade unions agree that it is in the interests of all parties that consultation and negotiations are carried out expeditiously and without delay with the aim of reaching an agreed settlement.

13.2 In order to resolve collective disputes arising from a failure to agree in the JCC, the parties may, by agreement, refer the matter for resolution to a further meeting of the JCC, which may, on such occasion, be attended by further representatives of the Brooke Weston Trust Board.

13.3 In the event of both sides still being unable to reach agreement the matter may be referred to ACAS by either side for conciliation or, with the agreement of both sides, for arbitration. In this situation there is a commitment from all parties to maintain the Status Quo

## 14. Variations

14.1 This Agreement may be amended at any time with the agreement of all parties.

14.2 All parties agree to review the agreement on an annual basis to ensure it meets the needs of the Trust and the trade unions.

## 15. Termination


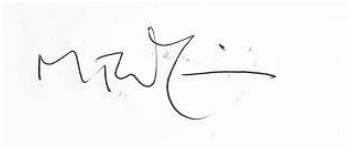
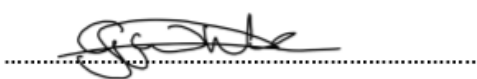
15.1 This Agreement will be reviewed on an annual basis. Where appropriate, in response to a particular issue or concern, a review may be requested by either party.

15.2 Should the Trust or trade union(s) wish to amend this Agreement, three months' written notice must be given. Negotiations will commence once notification is received.

15.3 Should the Trust or trade union(s) wish to terminate this Agreement, twelve months' written notice must be given. Negotiations will commence once notification is received.



## Signatures of agreement to the Trade Union Recognition Agreement

Organisation	Signature	Date
Brooke Weston Trust		4 January 2021
NASUWT, The Teachers Union .....		
NEU	<b>Nick Raine</b> Senior Regional Officer.....	5 February 2021
NAHT .....		
ASCL		21 January 2021
Voice .....		
GMB	 Cathy Symes	8 January 2021
UNISON .....		12 January 2021
Unite .....		

## Appendix 1 - Constitution for the Brooke Weston Trust Joint Consultation Committee

### 1. TITLE

1.1 The Committee shall be known as the Joint Consultation Committee, (JCC).

### 2. OBJECT OF THE COMMITTEE

2.1 The Committee has been established in support of the Principles and Objectives listed in the Trade Union Recognition Agreement to provide effective arrangements for good employer/employee relations.

### 3. MEETINGS

3.1 Meetings shall be held at least 3 times a year, with a prepared agenda which shall be issued **normally, so far as is possible**, seven working days before each meeting. The agenda shall be agreed by the designated joint secretary from the trade union side and an appropriate senior representative of the Trust. Items for the agenda should be submitted to the secretary not later than ten working days prior to the meeting.

In the event that it is not possible for a particular meeting to be held in person, by agreement the meeting may be conducted via conference call as an alternative.

3.2 The JCC can convene extraordinary meetings, or schedule meetings of a sub-groups if requested by either the trade unions or the Trust, for specific projects or issues that have arisen.

3.3 A good standard of facilities will be made available for trade unions to meet prior to each meeting.

### 4. SCOPE OF COMMITTEE

4.1 The JCC shall consider and consult with a view to reaching an agreement and to enter into collective bargaining on those matters specified in Clause 7.3 of the Recognition and Procedural Agreement.

4.2 Additionally, the JCC will also value feedback from the existing staff forums which operate at individual Academy level across the Trust and from occasional 'surgeries' held by Trust board members with staff. Staff forum membership includes all internal trade union representatives and team-level democratically elected staff from each Academy. The forums are a vehicle to aid consultation and promote good local employment relationships. See Appendix 3 for further information.

4.3 The JCC will also take account of the outcomes of other Trust processes for gathering employee feedback including annual staff questionnaires and CEO surgeries.

### 5. CONSTITUTION

5.1 The JCC shall comprise representatives of the employer and recognised trade unions.

5.2 The employer membership of the JCC shall be the prerogative of the Brooke Weston Trust and will normally consist of a delegated senior manager of the Trust, and at least two other members nominated by the Trust.

5.3 The trade union membership of the JCC shall consist of one representative of each of the recognised trade unions who shall be nominated by each of the trade unions. Such nominations are to be conducted in a manner creating no disruption to the daily routine operations of Academies within the Trust.

5.4 Both the employer and trade unions shall confirm the names of their representatives on an annual basis and inform the other of any changes prior to any meeting.

5.5 Both the employer and trade unions shall make every effort to send confirmed representatives to each meeting but substitution will be permitted on both sides where it cannot be avoided. Any substitutions



should be notified as appropriate Any substitutions should be notified at least seven working days in advance.

- 5.6 By agreement the trade unions and the Trust will be entitled to have other persons/representatives in attendance who will have speaking rights.
- 5.7 The Chairperson for each meeting of the JCC shall be the senior representative of the Trust.
- 5.8 The Trust shall appoint a secretary who will be responsible for convening meetings, preparing agendas in consultation with both sides, and taking and circulating minutes. Draft minutes of each meeting will be distributed normally and as far as is possible within 5 working days.
- 5.9 There will be a quorum threshold of three different trade unions in terms of the number of unions required to be represented at each meeting – there will be at least one union representative from a teaching union and at least one union representative from a support staff union. The Trust reserves the right to move to virtual meetings should general attendance from unions be consistently low, but the quorum will be defined as the same.
- 5.10 On occasions, sub groups may be required to meet to discuss issues that only affect teachers or support staff. These sub groups will report back to the full JCC prior to any action being agreed/taken.
- 5.11 Confidentiality will be maintained by all members of the JCC and all conflicts of interests will be declared, following which appropriate measures are taken.

## **6. STATUS OF RESOLUTIONS**

- 6.1 Resolutions of the JCC shall not be binding on either side but shall be recommendations only to the respective parties (the Trust and the trade unions) whose ratification shall be required before an agreement is deemed to be reached.

**Appendix 2 – Trade Union Facilities Agreement**

**Title**

**Trade Union Facilities Agreement**

REVIEWED: JUNE 2018

NEXT REVIEW: JUNE 2019

**1. Introduction**

- 1.1 The aim of this Agreement is to support and develop employer/employee relations at the Brooke Weston Trust. The Brooke Weston Trust is committed to solving employee relations issues through discussion and agreement.
- 1.2 This Agreement provides a clear framework for the provision of facilities and facility time for the recognised trade unions. It establishes an arrangement for appropriate and proportionate time to be allocated to appropriately trained work-based trade union representatives.
- 1.3 The successful operation of these arrangements depends on managers and trade unions acting reasonably. The amount of time provided should take account of service needs across the Trust.
- 1.4 The Trust and the recognised trade unions will seek to resolve any problems arising from the operation of this Agreement in a constructive manner.

**2. Statutory Provisions**

- 2.1 The provisions of this Agreement are in accordance with the Trade Union and Labour Relations (Consolidated) Act (TULR(C)A) 1992 and the relevant amendments made by the Employment Act 2008. This procedure is also based upon the recommendations within the Acas Code of Practice 3: “Time Off for Trade Union Duties and Activities (including guidance on time off for union learning representatives). The revised version was published in January 2010”.
- 2.2 Whilst this Agreement is not legally enforceable, The Trust and the trade unions are committed to the terms stated herein.

**3. Scope**

- 3.1 This Agreement is between The Trust and the recognised trade unions (see Trade Union Recognition Agreement, paragraph 1.1).

**4. Definitions**

- 4.1 For the purposes of this document, the term ‘trade union’ shall include all recognised trade unions and the employees for which they are recognised to represent.
- 4.2 The term ‘official’ is used to refer to full and part time employees working on behalf of a trade union.
- 4.3 The term ‘representative’ is used to refer to an employee of the trust who operates on behalf of a trade union at a local level or trust-wide. S/he will have been appointed in accordance with the rules of the trade union.
- 4.4 The guidance in this document primarily applies to duties and activities which relate to employee relations between The Trust and its employees.

**5. General Principles**

- 5.1 The general purpose of this Agreement is to aid and improve the effectiveness of relationships between The Trust and the recognised trade unions.

- 5.2 The parties to the Agreement recognise the contribution that can be made by the trade unions and their officials/representatives to the efficient and effective services provided by The Trust.
- 5.3 Individuals will not be discriminated against during the course of their employment for membership of a trade union or activities undertaken in the capacity of trade union representative/official.

**6. Trade Union and Management Obligations**

- 6.1 This Agreement underpins a partnership approach adopted between The Trust and the recognised trade unions. Therefore, there are specific responsibilities on management and the trade unions in this context.
- 6.2 The trade unions will:
  - i. provide membership numbers to The Trust on an agreed date every year to ensure that members are adequately represented;
  - ii. confirm in writing to The Trust which union members are elected or resign as officials or representatives at the earliest opportunity. This correspondence will state the position and constituency to which they are appointed as well as the effective date of office;
  - iii. for teacher trade unions, notice of any change of office must be confirmed in writing by the end of the spring term wherever possible so that Brooke Weston Trust Academies have a full term to make timetable and staffing adjustments as required. The period of office will follow the academic year, i.e. commencing on 1 September and terminating on 31 July;
  - iv. provide appropriate training for representatives;
  - v. give reasonable notice of time off requirements – not normally less than five working days unless by mutual necessity to the employer and trade union
- 6.3 The Brooke Weston Trust Academies will:
  - i. implement and manage proportionate central budget and accounting system for supporting effective industrial relations and the activities within the scope of this Agreement
  - ii. ensure that management at all levels are familiar with arrangements relating to this Agreement;
  - iii. ensure that trade union officials, representatives and members are not treated less favorably or disadvantaged during their employment for undertaking trade union duties or activities;
  - iv. provide facilities and time off to recognised trade union officials, representatives and members, as detailed in this document.

**7. Method of Calculating Time Off for Trade Union Representatives**

- 7.1 Brooke Weston Trust will provide facilities time as outlined in the methodology below. The methodology will be reviewed on an annual basis.

Teaching Staff Trade Unions

Number of members	Annual time allocation for 1 representative per union	Fortnightly
0-250	9.75 (2 weeks)	½ day a fortnight
251-500	19.5	1 day a fortnight
501-750	39	½ day a week
751-1000	58.5	1 day a week

For both teaching and support staff unions, Brooke Weston Trust will continue to meet its statutory obligations regarding Facilities Time through the release of union representatives on a case-by-case

basis. For major projects, such as pay standardization and significant organizational change, or urgent case work Brooke Weston Trust will fund the support of external union officials' support and guidance with a fund dedicated to this purpose, calculated based on an agreed hourly rate. This resource will be agreed as part of discussions regarding the project work and plan of activity.

In order to ensure adequate notice, Brooke Weston Trust and union officials will jointly agree a programme of work for each academic year in order that resources can be sufficiently allocated. This would be developed based on the Trust's strategic plan for each academic year and through regular discussions with trade union colleagues throughout each year regarding ongoing/upcoming projects.

The respective unions will identify the staff union representatives and elected trade union officials and inform Brooke Weston Trust prior to the commencement of each academic year. This will normally be by 31<sup>st</sup> May each year to ensure:

- Resources required (in terms of estimated union representation time) can be sufficiently planned, allocated and agreed by both the union representatives and Brooke Weston Trust for the academic year ahead
- Academies and Academy Principals have adequate time to plan the timetable each year and ensure there is minimal or no disruption to service delivery

The funds to support external union official involvement throughout the academic year for the agreed programme of works will be confirmed upon during these discussions, depending on time allocated to each project.

Brooke Weston Trust retains the right to adjust time allocations, via discussion and negotiation with the trade unions, depending on the casework at that particular point in time i.e. job evaluation, restructures, redundancies. In exceptional circumstances due to workload demands, it may be necessary to extend the time off for union representatives (paid) or union officials for a specific period in agreement with Brooke Weston Trust and the Principal of the Academy that would be affected by a member of staff union representative taking additional time away from the Academy to carry out trade union activities. Brooke Weston Trust will fund the additional time required of union official involvement. Definition of exceptional circumstances would be agreed at the time of discussion with union representatives.

- 7.2** Trade union representatives will be paid their current rate of contractual pay and allowances whilst on trade union facilities time release.

In circumstances in which a trade union representative be appointed to the national executive of a recognised trade union, additional facilities time shall be granted. This will be subject to separate consultation with The Trust. Account will be taken of individual circumstances and the substantive allocation granted to that particular trade union.

## **8. Conduct of Trade Union Representatives**

- 8.1** Please refer to the Trade Union Recognition Agreement, paragraph 9 for further information.

## **9. Entitlement to Time Off for Trade Union Duties**

- 9.1** It is recognised that trade union representatives have a key role to play in the industrial relations process and in representing members both individually and collectively.
- 9.2** Trade union representatives are permitted to take 'reasonable' time off to carry out trade union - related duties, subject to service requirements. The recognised trade unions should be aware of the

range of operational requirements, which must be taken into account when considering requests for time off.

9.3 Such factors may include:

- i. statutory requirements;
- ii. service delivery;
- iii. the meeting of work deadlines; and,
- iv. the need for safety and security.

9.4 Brooke Weston Trust recognises that the existence of workplace representatives is integral to harmonious industrial relations and can also be of assistance to Brooke Weston Trust, for instance by allowing casework to progress swiftly. In addition to the provisions set out above, there is a commitment to provide agreed reasonable additional paid time off for workplace representatives to undertake trade union duties and training if the provisions set out above have been exhausted during the same period that additional duties and training are presented.

9.5 Entitlement to time off applies where duties relate to:

- i. negotiations with The Trust as per section 178(2) of the TULR(C)A 1992 or any other functions on behalf of The Trust's Academies employees which are related to matters falling within section 178(2) of TULR(C)A 1992; or
- ii. any other legislation which defines the rights and entitlements of trade union officers under health and safety and union learning representatives respectfully.

9.6 There is no statutory right to pay for time when a trade union duty is carried out at a time when the representative would not otherwise have been at work. Time spent on union activities which are outside the representative's working hours are in the representative's own time and pay/time will not be credited. Brooke Weston Trust will seek to ensure that all meetings convened by Brooke Weston Trust involving trade union representatives take place within normal working hours.

9.7 All parties will undertake to work together to set meeting times and dates, if and when trade union representatives already have time-off (for example, when a trade union representative has access to facility-time release).

## 10. Definition of Trade Union Duties

10.1 Trade union duties include matters relating to the following:

- i. terms and conditions of employment, or working conditions of staff;
- ii. engagement or non engagement, or termination or suspension of employment, of one or more members of staff;
- iii. allocation of work or the duties of employment as between workers or groups of workers;
- iv. matters of discipline and grievance;
- v. trade union membership;
- vi. facilities for officials of trade unions;
- vii. machinery for negotiation or consultation and other procedures; or,
- viii. any other matters associated with the legitimate interests of the trade union concerned and its members.

10.2 A detailed breakdown is contained in Appendix A, as per the Acas COP.

## 12. Training

12.1 The Trust recognises that it is in the interests of good employee relations that trade union officials and representatives receive training to enable them to undertake their roles effectively. Therefore, trade union officials and representatives will be afforded the opportunity to attend training courses which

are specifically relevant to their role within the trade union, during working hours, subject to the needs of the service.

- 12.2 It is the responsibility of the trade union(s) to ensure that:
- iii. representatives and officials have received sufficient training to enable them to operate competently in their roles. In the case of ULRs, they must be trained:
    - at the time when the trade union provides The Trust with written notification of the appointed/elected ULRs; or
    - within six months of that date and this again must be confirmed to the Trust in writing. In exceptional circumstances, this six month period may be extended, subject to prior discussion and approval between the trade union and The Trust's Academies to pay for training fees and expenses other than for courses organised by The Trust's Academies;
  - iv. training is approved by the relevant Trades Union Congress of the recognised trade union or by the trade union itself.
- 12.3 Management will consider releasing officials and representatives for initial training in representative skills as soon as possible after their appointment/election.
- 12.4 As far as reasonably practicable, both officials and representatives will provide management with ten working days' notice in advance of any training courses they wish to attend, where possible, OR a reasonable amount of time which will allow continuation of service delivery.

### 13. Procedure for Requesting Time Off

- 13.1 School-based representatives requesting time off to pursue employee relations' duties or activities must notify the nominated manager as soon as reasonably practicable. The representative is required to provide the nominated manager with an explanation as to the purpose and duration of such time off. Any additional time off will be considered in line with business need and at the discretion of the Academy Principal, however no reasonable request will be refused.

Brooke Weston 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 his/her legitimate representative duty. To enable this, all trade unions recognise under this agreement to cooperate reasonably and fully with any time so spent.

Managers will be responsible for monitoring these arrangements and representatives will be required, as a condition of their recognition agreement, to ensure that any time spent on trade union duties is accounted for.

- 13.2 Consultation will take place between relevant parties where:
- i. it is believed that the request may not fall within the terms of this Agreement;
  - ii. the nominated manager believes that granting the request would seriously disrupt the service of The Trust or create a potential threat to the health and safety of employees, the public or The Trust's property.

N.B. the trade union representative concerned will be consulted, along with the union branch officer or regional official.

### 14. Facilities

- 14.1 The following facilities will be provided for trade union officials in order to carry out their trade union duties and activities:
- i. use of accommodation for meetings
  - ii. access to telephone and fax. All calls must be logged and charges will be made to the Trust;

- iii. appropriate use of The Trust's email system and internal mail system. Any such usage should be in accordance with The Trust's IT Acceptable Use Agreement, Data Protection Policy and Professional Conduct Policy;
- iv. the deduction of trade union membership fees at source where this is feasible and agreed;
- v. secure accessible notice board facilities. The management of such notice boards will be the responsibility of the trade unions. No notices may be placed elsewhere on The Trust's premises without the prior consent of management;
- vi. full access to The Trust's policies, procedures and documents relating to terms and conditions of service of staff they represent, via the intranet or hard copy, on request;
- vii. secure storage in which to keep trade union related documentation (access to PC and photocopying facilities will be granted, subject to discussion with the relevant manager).

## 15. Arrangements for Staff with Non-Standard Working Patterns

- 15.1 To ensure effective union representation, consideration will be given to:
- i. employees who work shifts;
  - ii. part time employees;
  - iii. employees employed in dispersed locations;
  - iv. employees with particular domestic commitments which management have been made aware of;
  - v. employees with a disability for whom reasonable adjustment may be required.
- 15.2 Wherever possible, meetings shall be convened at a mutually convenient time, date and venue with the aim of causing minimal disruption to service delivery.
- 15.3 Time spent on union duties which are outside the representative's working hours are in the representative's own time and pay/time will not be credited. Brooke Weston Trust will seek to ensure that all meetings convened by Brooke Weston Trust, involving trade union representatives, takes place within normal working hours.
- 15.4 Staff employed at dispersed sites, who are required to attend meetings with management, will be granted reasonable travelling time.

## 16. Expenses

- 16.1 The Trust will only reimburse expenses incurred by officials and representatives where these specifically relate to duties undertaken at The Trust's request. There will be prior agreement made with the relevant line manager before expenses are incurred and all such expenses will be accounted against the agreed Trust fund for such expenses (once agreed).
- 16.2 Travelling expenses and subsistence allowances which have been incurred for The Trust's related duties will be reimbursed in accordance with The Trust's travel and subsistence provisions.

## 17. Monitoring and Review of Agreement

- 17.1 This Agreement will be reviewed on an annual basis. Where appropriate, in response to a particular issue or concern, a review may be requested by either party.
- 17.2 Should The Trust or the trade union(s) wish to amend or terminate this Agreement, twelve months' written notice must be given. Negotiations will commence once notification is received.

## Appendix 3 – Brooke Weston Trust Staff Consultation Group Protocol

The Brooke Weston Trust recognises that its staff are its most valuable asset. Each Academy will operate a Staff Consultation Group (SCG) which is a standing forum for discussing matters directly affecting the interests of the staff. The SGC is intended to be a workable and effective arrangement for good employer/employee relations at local level, for the avoidance of any misunderstanding and for the promotion of joint participation in all matters of common interest and concern on a genuine consultative basis.

Meetings of the SGC shall be held at least 3 times a year, with a prepared agenda which shall be issued fourteen working days before each meeting. The Agenda shall provide for any other business of an urgent nature to be discussed. Special meetings may be requested by the Academy and such meetings will be convened as soon as possible but within fourteen working days.

The scope of the SCG will be to act as a sounding board for issues concerning:

- Terms and Conditions of employment
- the day to day operation of employment policies and procedures
- provision of staff amenities
- day to day operational issues which affect staff
- Health and Safety

Resolutions of the SCG shall not be binding but shall be recommendations or general observations which are referred to the JCC to inform decision making on policies and for consultation, collective bargaining and negotiation as appropriate.

Membership of the SCG will be decided in the Academy by fair and transparent election. All internal union representatives are welcome to attend without the need for election. The SCG is in addition to union roles and exists for the benefit of all staff including non-union members.

Arrangements for elections to the SCG are as follows:

- a) the Academy shall make such arrangements as are reasonably practicable to ensure that the election is fair;
  - b) the Academy shall determine the number of representatives to be elected so that there are sufficient representatives to represent the interests of all employees having regard to the number and classes of those employees;
  - c) the Academy shall determine whether employees should be represented either by representatives of all employees or by representatives of particular classes of those employees;
  - d) before the election the Academy shall determine the term of office of employee representatives;
  - e) no employee is unreasonably excluded from standing for election;
  - f) all employees on the date of the election are entitled to vote for employee representatives;
  - g) employees may vote for as many candidates as there are representatives to be elected to represent them or, if there are to be representatives for particular classes of employees, may vote for as many candidates as there are representatives to be elected to represent their particular class of employee;
- (i) the election is conducted so as to secure that—
- (i) so far as is reasonably practicable, those voting do so in secret; and
  - (ii) the votes given at the election are accurately counted.



Where, after an election of employee team representatives satisfying the requirements above has been held, one of those elected ceases to act as an employee team representative and as a result any affected employees are no longer represented, those employees shall elect another team representative by an election.