

## Agreement for Oak Multi Academy Trust Trade Union Recognition and Facilities Agreement

### 1. Introduction

Oak Multi Academy Trust is committed to developing positive attitudes and relationships amongst all employees. Trade Unions and Professional Associations have an important role to play in the development and maintenance of good working relations. The Trust believes that working positively and constructively with professional associations and trades unions is advantageous and helpful to the conduct of good employment relations with their staff. Therefore, the Trust formally recognises those trades unions listed in this agreement and acknowledges that such trade unions are entitled to represent the interests of employees, who are their members.

All parties acknowledge that the main purpose of the Trust is to provide high quality education and raise standards of attainment and achievement for all students and we all accept our common interests in furthering the aims and objectives of the Trust by seeking to achieve mutually satisfactory solutions to all issues that are a concern. Throughout all employment relations matters, all parties recognise the importance of mutual understanding and respect.

This agreement is made between the Trust and the recognised trade unions. The facilities outlined in this document are to be made available to those staff who are not paid officials of any of the recognised organisations but who are representatives of the recognised trade unions.

### 2. Definition

“Recognition” is defined as “the recognition of the union by the employer, to any extent, for the purpose of collective bargaining”. The Trust recognises that negotiation on matters such as pay and condition of employment is conducted on a national basis by the School Teachers Review Board and the National Joint Council, and since the Trust seeks to adhere to these terms and conditions while doing so would be of no detriment to the Trust or its employees, any variation to the national agreements will be referred to the Joint Consultative Group (JCG).

This agreement covers other matters specifically relating to the Trust and its staff with the aim of ensuring a constructive dialogue on key aspects:

- Good practice with regard to employment and health and safety.
- Effective communication between the Trust and the recognised trades unions.
- Participation and involvement of staff.
- Effective and prompt resolution of issues and disputes.
- Equal opportunities.
- Professional issues concerning teaching and learning including Trust policies and operational processes and procedures.
- Proposed organisational changes.

Those unions recognised by the Trust, in relation to Trust employees are detailed below:

|   |   |
|---|---|
| <ul style="list-style-type: none"> <li>• Association of School &amp; College Leaders</li> <li>• GMB / APEX</li> <li>• National Association of Head Teachers</li> <li>• National Association of Schoolmasters<br/>Union of Women Teachers</li> </ul> | <ul style="list-style-type: none"> <li>• National Education Union</li> <li>• UNISON</li> <li>• Community Union – Voice Section</li> </ul> |
|---|---|

### 3. Principles

The Trust and recognised trades union bodies:

- Acknowledge the positive advantages of maintaining the reputation of the Trust in respect of employment relations matters.
- Accept a joint and shared responsibility to conduct employment relations matters harmoniously.
- Are committed to resolving employment relations issues through consultation, negotiation and joint working bearing in mind both the spirit and intent of this agreement.
- Are committed to a regular and constructive dialogue on matters of joint interest.

The Trust will comply with all statutory obligations relating to trade unions and their members, including:

- The right to be accompanied at a grievance or disciplinary hearing by a work-colleague or trade union representative, in line with the current staff discipline policy.
- The right for the area representatives of the trade unions to be informed and consulted about redundancies if any employees were to be made redundant or have their contracts terminated and replaced with new terms.
- The right not to be subject to detriment or dismissal on grounds of trade union membership or approved activities.
- The right to reasonable time off to carry out trade union duties as in s168 and s168A of TULRCA and the ACAS Code of Practice.
- The right to have trade union subscriptions deducted directly from salary.
- The right to access appropriate information and documents relating to the Trust so that consultation and negotiation can be meaningful as in s181, TULRCA. Trade union representatives agree to treat such information with due sensitivity & confidentiality.

#### **4. Facilities afforded to Trust Representatives**

Any elected representatives of the recognised Trades Unions referred to under Section 2, will be allowed reasonable time, to carry out duties on behalf of their members.

The Trust agrees to consider requests for time off 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 organisation can comply with its statutory duties to allow such time off under the Act.

Any requests for time off from employees within this clause must be made in line with the Trust's existing policies.

Where it is not reasonably practicable to give advance notice of such requests, the Trust will use its reasonable endeavours to accommodate such requests.

Where meetings are scheduled between management and representatives these will take place within the normal working day.

### **Other Facilities:**

The following is subject to an underlying principle that there is no disruption to the smooth running of the Trust.

- Provision of information about trade union membership for newly appointed staff, including allowing area, regional and national trade union officers to visit for recruitment purposes.
- The use of notice boards in staffrooms.
- The use of the telephone or email facilities provided that usage is within the professional usage standards, so long as this is not to the detriment of the Trust business and for local telephone calls only. Reasonable privacy will be afforded for telephone calls.
- The use of a room for private meetings with individual members after, or when necessary, during school hours.
- Where available, use of photocopying facilities with the cost of materials reimbursed by the recognised body.
- Access to appropriate documents relating to the governance and management of the Trust which will support the promotion of good employment relations.
- The right to arrange meetings for members on the Trust premises at lunchtime and after the end of the school day.
- Attend necessary training to enable the support of members.

## **5. Arrangements for Consultation**

The Trust recognises that meaningful consultation is in the best interests of all stakeholders and therefore supports a Joint Consultation Group (JCG) to facilitate this objective.

The JCG may consider all matters that affect staff, including health and safety issues set out in Regulation 4A of the Safety Representatives and Safety Committee Regulations 1977.

### **Membership:**

The JCG will comprise the following:

- The Chief Executive Officer, the Chief Finance & Operating Officer and the MAT HR representative.
- One representative from each recognised body with additional representatives in support depending on the needs of the Union and / or meeting content. These representatives should be elected Trust representatives supported by local and regional officers as necessary. It will be the responsibility of the recognised trade unions to notify the Trust Clerk of the names of its accredited Trust based representatives. Where there is no formally elected representative, an official from that Trades Union will be invited to attend.

### **Structure and Attendees:**

Meetings will be chaired by the CEO or his/her nominated representative.

Where there is a specific matter to be discussed that requires attendance from a guest then this will be notified on the agenda. Such guests will attend for the relevant section of the meeting only.

The CEO will ensure admin support for the JCG meeting who will circulate agendas and minutes to all attendees.

### **Meetings:**

There will normally be a maximum of four meetings per academic year; one each quarter and these will be scheduled at the beginning of each academic year. In circumstances where both parties agree that there is no requirement for the meeting then it will be cancelled and any agenda items carried forward to the next meeting. Meetings will be held within the normal working day.

Urgent business may be notified to the Trust Clerk at any time and should an extraordinary

meeting be required; this will be arranged within 10 working days.

Both parties to the JCG will be able to submit agenda items and these must be submitted to the admin support at least five working days prior to the meeting.

Draft minutes will be circulated for sign off within 10 working days of the meeting taking place.

**Quorum:**

The quorum for all meetings of the JCG shall be 2 members from the Trust, 1 member from 2 unions representing teachers and 1 member from 2 unions representing support staff.

**Procedure for resolving disputes:**

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 settlement. In the highly unlikely event that agreement cannot be reached on collective issues, the Trust reserves the right to make decisions and take appropriate steps at its discretion. However, if the Trust and the trade unions cannot reach an agreement, the matter may also 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. Both parties may subsequently agree, where necessary, that a matter is referred to ACAS for arbitration.

**Review of JCG:**

The working and make up of the JCG will be reviewed annually by both parties once it has been in operation for a period of six months.

**Continuation and review of Agreement:**

This agreement comes into effect on 1 September 2019. The agreement relating to the JCG and the Recognition 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 JCG.

SIGNED AND AGREED:

|                                       | Signature | Date |
|---------------------------------------|-----------|------|
| <b>CHAIR OF TRUSTEES</b>              |           |      |
| <b>CHIEF EXECUTIVE OFFICER</b>        |           |      |
| <b>ASCL</b>                           |           |      |
| <b>GMB / APEX</b>                     |           |      |
| <b>NAHT</b>                           |           |      |
| <b>NASUWT</b>                         |           |      |
| <b>NEU</b>                            |           |      |
| <b>UNISON</b>                         |           |      |
| <b>COMMUNTY UNION – VOICE SECTION</b> |           |      |

## Appendix 1

### Oak Trust Board

| <b>Name</b>     | <b>Position Held</b>                                       |
|-----------------|--|
| Ross Grant      | Chair of Trustees  |
| John Watson     |  |
| Kirstie Johnson | Chair of HR Committee                                      |
| Pardip Shoker   |  |
| Damien Thurston | Chair of Curriculum & Standards                            |
| Kam Karaji      | Vice Chair of Trustees; Chair of Finance & Audit Committee |
| Andrew Wilson   | Chief Executive Officer                                    |
| Sarah Davis     | Deputy Chief Finance & Operating Officer                   |
| Cathie Wilson   | Chief Finance & Operating Officer                          |

### OAK Trust Schools

| <b>School</b>                  | <b>Headteacher</b> |
|--------------------------------|--------------------|
| Woodland Grange Primary School | Hayley Brown       |
| Brookside Primary School       | Grace Brown        |
| Overdale Junior School         | Matthew Evans      |
| Overdale Infant School         | Hayley Holmes      |
| Manor High School              | Liam Powell        |