



PONTEFRACT
ACADEMIES TRUST

Trade Union Recognition, Facilities and Arrangements Agreement



Summary:

This document sets out the clear, agreed framework for the recognition of trade unions within the Trust, the arrangements to support facilities time and the mechanisms for consultation and collective bargaining within the Trust and its schools.

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23/03/2022	Draft 0.1	Draft policy shared with Unions to comment	None
28/04/2022	Final 01	All representative to agree to policy	All representative signatures added
28/04/2023	2.0	Reviewed	'Academy/Academies' replaced with 'school/schools'. 'Director of Operations replaced with CEO'.
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1. Introduction

The Board of Trustees, its Committees, the Executive Leadership Team and Senior Leadership Teams at Pontefract Academies Trust (the Trust) are committed to maintaining good employee relations and recognise the important role that trade unions play within the workplace to achieve this.

It is a key component of this agreement that all parties contributing to it wish to continue working together and wish to put in place a formal framework that will allow the Trust to best educate the young people attending its schools. It is a fundamental part of the recognition agreement that the Trust strongly supports the unions to continue to support their members both collectively and individually.

This document sets out the clear, agreed framework for the recognition of trade unions within the Trust, the arrangements to support facilities time and the mechanisms for consultation and collective bargaining within the Trust and its schools.

The framework and provisions of this agreement are in accordance with employment law, education law and the ACAS code of practice in respect of time off for trade union duties and activities.

2. Parties, Coverage and Definitions

A list of schools within the Trust will be provided to the JCNC annually with updates provided as appropriate throughout the year.

The Trust recognises the following trade unions for individual and collective representation, consultation, and negotiation purposes:

Teachers	Support Staff
ASCL	GMB
NAHT	UNISON
NASUWT	UNITE
NEU	

This agreement applies in respect of all employees of the Trust and will be reviewed annually.

Throughout this document, the following definitions apply:

“The Trust” means the Board of Trustees at Pontefract Academies Trust and other persons or bodies having responsibility for the overall management of the group of schools within the Trust.

“The school” means the School Performance Review Board (SPRB) or other body responsible for the running of each academy and other persons or bodies having responsibility for the management of each academy.

“The Headteacher” means the designated leader with responsibility for the school.

“The schools” refers collectively to the group of schools.

“The Trade Unions” means the recognised trade unions as listed.

The term “**representative**” is used to refer to an employee/official who operates on behalf of a trade union at one or more of the following levels:

- Workplace
- Branch or Local Association
- Regional or National Officers

3. Principles and Objectives

The Trust recognises the independent trade unions identified in this agreement for the purposes of collective bargaining, consultation, and individual staff representation on behalf of the workforce.

This agreement is intended to promote and assist in the establishment of:

- Jointly agreed pay and conditions of employment including Trust and Academy policies in line with NJC terms and conditions and the School Teachers Pay and Conditions Document.
- 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
- Managing change

The trade unions recognise that it is the responsibility of the Trust and its schools to plan, organise and manage the delivery of education to the pupils within the Trust.

The Trust recognises the trade unions’ right to represent and protect the interests of their members employed by the Trust both collectively and individually.

The Trust believes that representative trade unions help ensure good employee relations. The Trust and its schools encourage employees to become union members and will inform new appointees of their right to join a trade union. The Trust will facilitate ‘check off arrangements’ subject to an agreement on an administrative charge for this service with any union that wishes to pursue this option in accordance with relevant legislation.

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 this agreement is effective. They affirm that a positive working environment can lead to a happy, motivated, and effective workforce.

The Trust and its schools will continue to follow nationally recognised terms and conditions and the Burgundy Book. Specifically, the School Teachers Pay and Conditions Document for Teaching Staff and for support staff. This includes adhering to NJC and teachers nationally agreed pay awards.

4. Trade Union Representatives

For the purposes of this agreement, ‘trade union representatives’ includes workplace representatives, health and safety representatives and learning representatives as well as local area, regional and national officers as appropriate.

Trade union representatives will be appointed in accordance with the rules of the individual trade union concerned. The trade unions will inform the Trust CEO in writing of the names of their appointed representatives where they are employed by the Trust.

The Trust believe that the majority of day-to-day business can be conducted positively with workplace representatives and would therefore encourage and support the appointment of such representatives from the workforce across the Trust.

The number of workplace 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 and its schools will not decline to recognise appointed trade union representatives.

Trade union members shall be entitled to be represented by workplace representatives, branch or local representatives or officers of the Trade Union where the trade union considers this to be necessary in the circumstances. As a courtesy the trade union will inform the Trust or school management in advance of the name of the representative who will be attending or if they intend to meet in a school with their members in advance of any meeting with the Trust.

The Trust and its schools undertake that no trade union representatives will suffer any disadvantage as a result of undertaking this role on behalf of trade union members nor will any employee who has exercised their rights in respect of being a trade union member.

5. Facilities for Trade Union Representatives and Members

An employee who is appointed to carry out trade union duties in line with this agreement will be released from their substantive position by the academy and allocated facilities time based upon membership figures provided to the Trust by individual recognised trade unions.

Where membership figures have not been provided by the trade union, the Trust will still ensure that statutory duties are complied with.

The Trust will provide facilities times as outlined in the table below, in accordance with the agreement reached on 28 April 2022. This time represents the total time provided for each trade union's facilities time across the Trust.

N.B The FTE facilities time will be provided as near as is reasonably practicable based on the following guidelines:

No of Members	Facility Time
1-100	0.1
101-200	0.2
201-300	0.3
301-400	0.4

401-500	0.5
501-600	0.6
601-700	0.7
701-800	0.8
801-900	0.9
901-1000	1.0

The respective trade unions will identify elected or appointed trade union representatives to receive the facilities time and inform the Trust on an annual basis prior to the commencement of each academic year. This would normally be by no later than Easter to ensure schools and Headteachers have adequate time to plan the timetable for each year and ensure there is minimal or no disruption to teaching and learning.

In addition, the respective trade unions will provide on an annual basis by no later than Easter, updated member figures to ensure the proportion of allocated facilities time is accurate and up to date for the forthcoming academic year.

The remaining trade unions will be allocated facilities time in line with the employer's statutory duties and will ensure as a minimum that core and essential meetings can be facilitated.

Trade union representatives will be paid their current rate of contractual pay and any allowances whilst carrying out duties on behalf of their respective trade union.

In exceptional circumstances due to workload for example, it may be necessary to extend the time off for trade union representatives for a specific period.

The school will permit workplace representatives to take reasonable time off with pay during their normal working hours for the purpose of carrying out trade union duties, where necessary, in order for them to discharge their union duties subject to service needs. The Trust will ensure there is a clear policy for schools to follow in respect of the consideration of requests, decision-making and recording of time taken. Trade union representatives will give as much notice as possible of the need for such time off. Time off for workplace representatives will be funded from the school budget.

The Trust and its schools will seek to ensure, as far as is reasonably possible, that all meetings involving trade union representatives take place within their normal working hours.

The Trust will keep under annual review this agreement. Any intention to change the arrangements will be discussed with the trade unions beforehand and alternative arrangements negotiated on with a view to reaching agreement.

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 school will permit trade union representatives reasonable time off with pay to attend relevant training courses run by the trade

union or other appropriate bodies subject to service needs. Time off for training will be funded from the school budget.

The schools will provide the following facilities to trade union representatives:

- Reasonable accommodation to hold meetings and to interview/meet with members in a confidential manner.
- Confidential access to and reasonable free use of telephone, e-mail, computer, and photocopying facilities.
- Secure storage space.
- Notice boards in all staff rooms.
- Space on the internal school/Trust intranet or equivalent where available.

All relevant documents on request, including those which provide information as to the articles of governance of the Trust, the structure of the Trust and senior appointments, the funding agreement and the pay, terms and conditions which apply to employees of the Trust. The Trust expects all trade unions to respect confidentiality and adhere to the UK General Data Protection Regulations at all times.

The Trust and its schools will pay representatives pre-agreed mileage expenses when travelling between its schools and in line with the Trust expenses policies, when required to travel at our request. Any other mileage accrued through trade union duties will not be recompensed by the school.

6. Trade Union Meetings

The Trust and its schools will allow trade union members to hold meetings on the premises outside their normal working hours, including at lunchtimes and immediately following the end of the academy day provided this does not interfere with the normal business of the academy or incur costs from providers in PFI academies (where applicable). The trade unions will give reasonable notice of such meetings to the Headteacher. The academy 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 provided it does not conflict with the business of the academy. As a courtesy the trade unions will always inform the Headteacher if an external representative will be in attendance.

In exceptional and urgent circumstances, the Trust and its Schools will allow trade union members to hold and attend such meetings on the premises within their normal working hours. Trade Union representatives will give as much notice as possible to the academy when seeking consent for such meetings and the academy will not unreasonably withhold consent.

7. Time off for Trade Union Activities

The Trust and its schools will grant reasonable unpaid time off to employees for trade union activities. For the purposes of this agreement, Trade Union Activities are, for example:

- Attendance at branch, area, or regional meetings where the business of the union is under discussion.

- Meetings of official policy making bodies such as the Executive Committee.

The Trust and its schools will grant paid time off for a delegate to attend national conference (where applicable). Any further delegates may be granted unpaid leave subject to the needs of the Trust.

The Trust and its schools will grant paid time off to perform duties of the trade-union in line with the time allocation table presented within this document.

The Trust and its schools will grant reasonable paid time off for representatives to attend relevant training. The Trust reserves the right to refuse requests should they impact adversely on the academy's ability to function appropriately.

8. Disciplinary Action Involving Trade Union Representatives

In accordance with the Trust disciplinary procedure, the Trust and its schools will not take disciplinary action against a trade union representative until a local representative or employed official of that trade union has been consulted with the representative's consent.

9. Joint Consultative and Negotiation Committee

The Trust and the trade unions agree to set up a Joint Consultative 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.
Consultation on employment procedures and working and organisational arrangements. Negotiation and agreement on the issues listed in 9.3, below.

The JCNC shall consider matters at a Trust-wide strategic level. Operational issues pertaining to individual schools shall be discussed with local representatives according to the local arrangement in the particular academy but may be escalated to the JCNC if deemed appropriate by either side. Each academy will be bound by the provisions, policies and procedures agreed by the Trust JCNC.

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

- Negotiating machinery and procedures.
- 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 curriculum, etc.
- Equal opportunity matter.

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 to treat information with sensitivity in cases of commercial confidentiality and ensure

the requirements of GDPR are fully met. Where necessary the Trust and the trade unions will put in place data sharing agreements and notices for employees to clarify how personal data will be used.

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.

The constitution and procedural agreement governing the JCNC is attached to this agreement as an Appendix 1.

The Trust and its schools recognise the importance of positive communications with internal academy representatives, as they believe this is the basis for positive relationships and meaningful dialogue on day-to-day matters that may not always necessitate a more strategic input at JCNC level. Accordingly, the Trust will support and encourage individual schools to meet informally with their internal trade union worksite representatives on a monthly (or half-termly basis) to discuss local matters that may be specific to their academy and not necessarily a matter that requires a fuller and wider debate within the JCNC. The Trust will ensure that as far as is reasonably practicable, such meetings will take place during the academy day and/or form part of pre-determined calendared meetings/events/activities e.g. well-being/workload groups, meetings with Headteachers or otherwise.

10. Failure to agree

The Trust and the trade union 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 agreement.

If the Trust and the trade unions cannot reach an agreement and all internal procedures have been exhausted, 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. Both parties may subsequently agree, where necessary, that a matter is referred to ACAS for arbitration.

Whilst these procedures are being followed, the Trust will honour the status quo ante.

Commencement, Review, Variation and Termination

This agreement comes into effect on 28 April 2022.

The provisions of this agreement may be reviewed at the request of either party or varied at any time by mutual agreement of all parties following discussion as an agenda item at a quorate meeting of the JCNC.

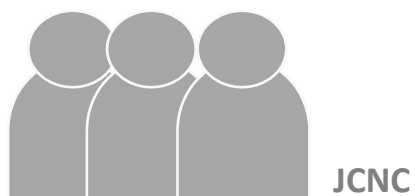
The agreement itself may be terminated at any time by mutual agreement of all parties following discussion as an agenda item at a quorate meeting of the JCNC, or through 12 months' notice of termination from the Trust or from the trade unions acting jointly. In the latter circumstance, either side will be entitled to place the matter for discussion upon the agenda of a meeting of the JCNC and subsequently to refer the matter to ACAS for arbitration in order to seek resolution of the issue. Any individual trade union may withdraw from this agreement through 12 months' notice of withdrawal. Whilst these procedures are being followed, the Trust will honour the status quo ante.

Appendix 1: Constitution for the Joint Consultative and Negotiating Committee (JCNC) at Pontefract Academies Trust

1	Title
	The Committee shall be known as the Joint Consultative and Negotiating Committee or JCNC.
2	Purpose of the Committee
	The Committee has been established in support of the Principles and Objectives set out in Section 2 of the Trade Union Recognition, Facilities and Arrangements for Consultation and Negotiation Agreement and in order to consult and negotiate on the matters in Section 5 of that agreement and other appropriate matters.
3	Representation at meetings
3.1	It is usual practice to determine who will represent the Trust side at all meetings and this person should have the appropriate level of authority to facilitate decision making at the appropriate level notwithstanding the fact that some decisions may have to be taken a Board of Trustees level. This also does not preclude an alternate attending the JCNC in the absence of the regular committee member/s.
3.2	Consultation and negotiation on terms and conditions issues will take place through the JCNC. Sub-groups may sometimes meet to discuss issues that only affect teachers or support and other professional academy staff. These sub-groups will only be formed by joint agreement and will report back to the full JCNC.
3.3	The membership of each party shall be determined annually. Each party shall inform the other party promptly of any changes in representation.
3.4	Substitute representatives shall be permitted where necessary.
3.5	The office of Chair will be elected by the JCNC. The Chair will hold no additional powers other than those held by all JCNC members. The office may be rotated should the JCNC deem this appropriate.
4	Meetings
4.1	Meetings shall be held at least once per term in accordance with the agreed annual calendar for the Trust business. A draft agenda and request for additional items shall be sent to members at least ten working days before the meeting. The final agenda and any supporting paperwork shall be sent to members at least five working days before each meeting. The agenda shall list the items for discussion but shall also allow other urgent business to be discussed. All items will fall into one of the classifications of: For Information, For Consultation, and For Negotiation. Negotiations and consultations may be carried out in writing where attendance hasn't been possible.
4.2	Special meetings shall be held whether either the Trust or Trade 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.
4.3	Each side shall be entitled to a pre-meeting prior to the meeting in order to discuss the business on the agenda.

4.4	The quorum for all meetings shall be 2 members of the Academy side and 3 members of the Union side representing both teaching and support staff. A mixture of internal academy and local Union representatives may attend meetings as relevant to the agenda/colleague's area of expertise.
4.5	Designated Trust colleagues or leaders may be invited to attend where relevant to agenda items and matters to be presented for discussion.
4.6	Administrative support to the JCNC shall be provided by the Trust. The draft minutes of all meetings shall be circulated to members for agreement no later than ten working days after the meeting. The agreed minutes of all meetings shall be submitted to the Trust Board of Trustees for information.

Appendix 2: Pontefract Academies Trust Trade Union Consultation and Negotiation Framework



Appendix 3: Signatories to the agreement

Signatories to the Agreement	
Pontefract Academies Trust CEO	<div>Date</div> <div>Name:</div>
ASCL	<div>Date</div> <div>Name:</div>
GMB	<div>Date</div> <div>Name:</div>
NASUWT	<div>Date</div> <div>Name:</div>
NAHT	<div>Date</div> <div>Name:</div>
NEU	<div>Date</div> <div>Name:</div>
Unison	<div>Date</div> <div>Name:</div>
Unite	<div>Date</div> <div>Name:</div>