



The Athelstan Trust

Trade Union Recognition Agreement (including Joint Consultative Negotiation Committee (JCNC))

Date of Review	Approved by	Date of Approval	Next Review Date	Website
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1.0 Introduction

The Athelstan Trust recognise the value of working constructively with trade unions to further positive relations with employees and to effectively manage change. This document sets out how the Trust engages with recognised trade unions

In accordance with the TUPE Regulations, trade union recognition rights for recognised trade unions are automatically transferred over when a maintained school becomes an academy, or when a stand-alone academy moves into the Trust. The move to The Athelstan Trust, means that there is a need to clarify the specific working arrangements between the unions and the Trust.

This framework therefore represents an ongoing shared commitment of The Athelstan Trust (the Trust) and trade unions to work in partnership for the benefit of our pupils and staff. In particular it gives recognition to the shared responsibility for maintaining an effective workforce through a **caring** and **collaborative** approach, seeking **excellent** outcomes for all. The document is based on the TUC Model Agreement for Academies in England.

2.0 Parties, Coverage & Definitions

2.1 The following trade unions are covered by this agreement:

- Teacher unions: ASCL, NAHT, NASUWT and NEU
- Support and other school staff unions: GMB, UNISON and Unite

2.2 Throughout this agreement, the following definitions apply:

- **The Trust** means The Athelstan Trust and any persons or bodies having responsibility for the management of the Trust and its academies;
- **Trade Unions** means the recognised trade unions as listed above;

3.0 Principles and Objectives

3.1 The Unions identified in this agreement are recognised for the purposes of collective bargaining, consultation and individual staff representation on behalf of the workforce.

3.2 Subject to paragraph 3.3 below, this agreement is intended to promote and assist the establishment of:

- jointly agreed pay and conditions of employment
- good practice with regard to matters of employment and health and safety
- effective communication
- participation and involvement of staff
- effective and prompt resolution of issues and disputes

- equal opportunities in employment
 - arrangements for discussion of professional issues concerning teaching and learning, including issues relating to the curriculum, behaviour policy, etc.
 - well-being and workload management.
- 3.3 This agreement is intended to be implemented alongside the obligations that The Trust must meet in accordance with the TUPE regulations.
- 3.4 The Trade Unions recognise that it is the Trust's responsibility to plan, organise and manage the delivery of education to the pupils at its school. The Trade Unions recognise that The Trust has a declared set of values and will take these into account in their dealings with The Trust.
- 3.5 In turn, The Trust recognises its duty to maintain trust and confidence with all its employees and the Trade Unions' right to represent and protect the interests of their members employed in its academies both individually and collectively.
- 3.6 The Trust believes that representative Trade Unions help ensure good employee relations. The Trust will inform new appointees of their right to join a Trade Union.
- 3.7 The Trust and the Trade Unions declare their commitment to maintaining good industrial relations and agree to make every effort to resolve any difficulties which may arise and to ensure that this agreement is effective.

4.0 Trade Union Representatives

- 4.1 For the purposes of this agreement:
- "Local union representatives" refers to individual(s) who are employed at a particular school and are nominated Union representative(s) for that school.
 - "Regional union representatives" refers to individuals who are not employed by the Trust but are nominated by one of the Unions listed in 2.1 above to represent union members who are employed by the Trust.
- 4.2 Trade Union representatives will be appointed in accordance with the rules of the individual trade unions concerned. The trade unions will inform the Trust in writing of the names of their appointed representatives and ensure this information is kept up to date.
- 4.3 The number of Trade Union representatives appointed shall be a matter for each union, but the Trade Unions agree that the numbers shall be reasonable in relation to the number of members represented. The Trust will not unreasonably decline to recognise appointed Trade Union representatives.

- 4.4 Trade union members shall be entitled to be represented by employed officials, local representatives of the Trade Union or other suitable accredited representatives, where the Trade Union considers this to be necessary in the circumstances
- 4.5 The Trust undertakes that no Trade Union representatives will suffer any disadvantage as a result of undertaking this role on behalf of trade union members.

5.0 Facilities for Trade Union Representatives and Members

- 5.1 The Trust agrees to provide appropriate facilities to Trade Union representatives and members in order to enable them to discharge their union duties and undertake trade union activity and to facilitate the objectives of effective communication and consultation with employees and their representatives set out in this agreement.
- 5.2 The Trust will arrange for deduction of Trade Union subscriptions through payroll.
- 5.3 The Trust will permit local union representatives reasonable time off with pay during their normal working hours (including release from timetabled teaching and learning support in the classroom) for the purpose of carrying out Trade Union duties.
- 5.4 The Trust will seek to ensure that all meetings convened by the Trust and involving trade union representatives take place within their normal working hours.
- 5.5 The Trust and the Trade Unions are committed to ensuring that Trade Union representatives receive appropriate training to allow them to discharge their Trade Union duties. The Trade Unions will provide appropriate training to their representatives. The Trust will permit local union representatives reasonable time off with pay to attend relevant training courses run by their Trade Unions or by other appropriate bodies and no reasonable request will be denied.
- 5.6 The Trust will provide the following facilities to trade union representatives in connection with their Trade Union business:
- reasonable accommodation to hold meetings and to interview members in a confidential manner.
 - confidential access to and reasonable free use of telephone and e-mail facilities and computing and photocopying facilities.
 - secure office/storage space.
 - individual notice boards in all staff rooms.
 - all relevant documents, including those which provide information as to the structure and allocation of promoted posts applicable to the Trust, the articles of

government, the funding agreement and documents that set out the pay, conditions of service and the regulations of the Trust and academy which apply to the employees.

- 5.7 The Trust 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 student day. The trade unions will give reasonable notice of such meetings to The Trust.
- 5.8 In accordance with the ACAS Code of Practice, The Trust will allow local union representatives and members reasonable time off during working hours for the purpose of taking part in trade union activity, including in particular representing the trade union at external meetings and conferences. Time off for local union representatives and members to attend annual conferences and other policy-making conferences of their trade unions as a delegate must be reasonable and agreed if cover can be arranged, and will, in all agreed cases, be time off with pay.
- 5.9 The Trust will not take disciplinary action against a Trade Union representative until an employed official of that Trade Union has been consulted.

6.0 Consultation and Negotiation Processes

- 6.1 The Trust and its Academies 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 Codes of Practice). The trade unions agree to respect the confidentiality of the information provided by The Trust or its schools and to treat information with sensitivity.
- 6.2 The Trust and the Trade Unions agree to set up arrangements involving representatives of both Teams to undertake the following functions:
- the provision and sharing of information by the Trade Unions and the Trust.
 - consultations on employment procedures and working and organisational arrangements.
 - negotiation and agreement on the issues listed below.
- 6.3 Where changes to Trust Policies or School Procedures will result in a material impact on staff, before the changes are implemented the Trust or its schools will undertake consultation and negotiation as appropriate with the relevant Trade Union representatives via the following mechanisms:

- For changes or issues which impact at a local level or a particular school, the Headteacher will meet with the Trade Union representative(s) who work at the school. This forum will allow for the Trade Union representatives to comment on the proposals. If a Trade Union representative is not employed at the school, the Headteacher may choose to consult via a staff forum and / or initiate dialogue with a regional union representative.
- For changes or issues which are Trust wide, The Trust will ask Unions to comment on the proposals: in some instances, it will be possible to complete this consultation electronically, through the sharing and discussion of relevant documentation. In other instances, consultation will take place via a meeting of the Joint Consultative and Negotiation Committee (JCNC). This Committee is formed from Trust representatives and Union Representatives as detailed in Appendix 1.

6.4 The following matters are areas that may be discussed by the forums.

- 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 issues relating to the curriculum, behaviour policy, etc;
- equal opportunities matters;
- pensions
- staff wellbeing

6.5 With regard to these items, the Trust's intention will be, where possible, to employ all staff on the National terms and conditions for schoolteachers and where possible, adhere to NJC pay rates for support staff. These terms may only be amended by mutual agreement as set out in para 8.2.

6.6 Each School will be bound by the provisions, policies and procedures agreed by the Trust JCNC, except where protections under the TUPE regulations apply.

6.7 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.

7.0 Failure to Agree

- 7.1 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.
- 7.2 If the Trust and the Trade Unions cannot reach an agreement, either party may propose that the matter is 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.
- 7.3 Where both parties agree that a matter should be referred to ACAS for conciliation or arbitration, the Trust will honour the status quo ante. This does not preclude the Trade Unions from balloting to undertake industrial action if in dispute over any issue.

8.0 Commencement, Review and Variation

- 8.1 This agreement comes into effect on the following date 15th May 2026.
- 8.2 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.
- 8.3 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 party 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 in order to seek resolution of the issue. Any individual trade union may withdraw from this agreement by giving 12 months' notice in writing.

Appendix 1 - Constitution for the Joint Consultative and Negotiation Committee (JCNC)

Title

The Committee shall be known as the Athelstan Trust Joint Consultative and Negotiation Committee or JCNC

Purpose of Committee

The Committee has been established in support of the Principles and Objectives listed in the Recognition Agreement; and in order to consult and negotiate on the matters listed in section 6.5 of the Athelstan Trust Trade Union Recognition Agreement.

Representation at Meetings

The identification of representatives of the Trust is the prerogative of the Trust Board but there will be an expectation that meetings will be attended by the appropriate senior Trust officials at all JCNC meetings.

The Trust will request local union representatives (those employed by the Trust) attend the meeting. Regional Union will be invited the meeting where local union representatives are not available, or where a local union representative requests the presence of a regional union representative.

Consultation and negotiation where appropriate will take place through the JCNC. Subgroups may be convened by joint agreement to discuss issues which only affect teachers or support staff. These subgroups will report back to the full JCNC.

Each party shall inform the other party promptly of any changes in representation.

Substitute representatives shall be permitted for both parties where necessary, but each party shall seek to ensure that its nominated representatives attend all meetings.

Each party shall be entitled to be accompanied by an adviser with speaking rights.

If it is felt helpful to facilitate discussions, full-time officials of any of the recognised unions may attend by invitation of the Chair and agreement of the Trust and other unions.

The office of Chair will sit with The Trust and the staff side will provide a Vice-chair.

Meetings

Each party shall nominate an administrator, who shall be responsible for liaising with the other on matters such as dates of meetings, agreement of agendas and draft minutes, issuing invitations and agenda to members etc.

Meetings will be chaired by a member of the Trust. The date and agreed agenda shall be sent to members at least 5 working days before each meeting. The agenda shall list the items for discussion but shall also allow other urgent business to be discussed. Any additional items should be specified before the meeting and agreed by both parties.

Each party shall be entitled to a pre-meeting prior to the meeting in order to discuss the business on the agenda.

The quorum for all meetings shall be 2 of the Trust representatives and a representative from each Union (where there is a Union representative) and should include a minimum of one from support and one from the teaching side.

Administrative support to the JCNC shall be provided by the Trust/school. The draft minutes of all meetings shall be circulated to both nominated administrators for agreement no later than ten working days after the meeting. The agreed minutes of all meetings shall be submitted to the Trust Board for information.