

## **BET RECOGNITION AGREEMENT**

1. Bohunt Education Trust (BET) recognises the following Trade Unions for individual and collective representation, consultation and negotiation purposes:-
  - teaching staff (ASCL, NASUWT, NEU and Voice);
  - all support and other professional school staff (GMB, UNISON and Unite);
2. Throughout this agreement, the following definitions apply:
  - “Trust” means the governing or other body responsible for the running of BET and other persons or bodies having responsibility for the management of BET and each member School;
  - “Trade Unions” means the recognised Trade Unions as listed above;

### **Principles and Objectives**

3. The Trust recognises the Trade Unions identified in this agreement for the purposes of individual and collective representation, consultation and negotiation on behalf of the whole workforce. The Trust and Trade Unions will seek to work co-operatively with one another and the Trust will encourage staff to become members of a Union and ensure they have all details upon joining.
4. This agreement is intended to promote and assist in the establishment of:
  - good practice with regard to matters of employment and health and safety;
  - effective communication;
  - participation and involvement of staff;
  - effective and prompt resolution of collective issues and collective disputes;
  - equal opportunities in employment; and
  - professional issues concerning teaching and learning, including issues relating to the curriculum, behaviour policy etc.
5. The Trade Unions recognise that it is the Trust’s responsibility to plan, organise and manage the delivery of education to the students at the Trust. The Trade Unions recognise the ultimate right of the Trust to make decisions regarding the management of the Trust and its employees.
6. In turn, the Trust recognises the Trade Unions’ rights to represent and protect the interests of their members employed in the Trust both individually and collectively.
7. The Trust believes that representative Trade Unions help ensure good employee relations.
8. The Trust and the Trade Unions seek to maintain good industrial relations and agree to make every effort to resolve any difficulties which may arise and to ensure that this agreement is effective. Both parties undertake to negotiate constructively with a

view to reaching joint agreements which are acceptable to their respective organisations wherever possible.

9. The Trust will inform nominated union representatives of the recognised unions, in advance, of the commencement of the following,
  - Proposed redundancies.
  - Proposed restructures affecting pay, location and/or hours.
  - Proposed transfers of employment.
10. This document does not create any legal obligations upon either the Trust or the Trade Unions and is binding in honour only.

### **Trade Union Representatives**

12. For the purposes of this agreement, the term 'trade union representatives' includes workplace representatives, health and safety representatives and learning representatives.
13. Trade union representatives will be appointed in accordance with the rules of the individual Trade Unions concerned. Trade union representatives will receive adequate training from their union to carry out their function. The Trade Unions will inform the Trust in writing of the names of their appointed representatives.
14. The numbers 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.
15. The Trust undertakes that no trade union representative will suffer any detriment as a result of undertaking in good faith their role on behalf of their trade union members. BET will not take disciplinary action against a trade union representative until an employed official of that trade union has been informed.
16. BET recognises the statutory right of trade union representatives to reasonable time off with pay for the purpose of carrying out trade union duties. BET will not unreasonably withhold appropriate time off with pay, in particular time off for representatives to attend meetings convened by BET; reasonable time off for representatives to prepare for and/or attend meetings or to consult with employed officials of their union; and reasonable time off for trade union representatives to attend annual conferences and other policy-making conferences of their trade unions as a delegate.

Such time off with pay will normally be during normal academy operating hours; in the case of support staff union representatives through time off during their contractual working hours, and in the case of teacher union representatives through release from timetabled teaching time. Trade union representatives will give as much notice as possible of the need for such time off.

The amount of time off is set out in Appendix 1. It is set for a 12 month period at the start of each academic year and allocated between the Trade Unions based on the annual submission of membership figures. The total amount of time shall be

reviewed annually at the end of each academic year. On an annual basis each July the recognised Trade Unions will provide details of their level of membership to BET. The Trades Unions agree to an external audit/verification of their membership records by ACAS should this be requested. It will be a matter for each individual Trade Union to determine who they wish this time off to be distributed among their Area or National trade union representatives employed by BET.

17. Trade Union representatives can request ad hoc paid release time from their Headteacher outside of the facilities time arrangement set out in paragraph 16 and Appendix 1 of this agreement. This will be to undertake trade union duties as detailed in the ACAS Code of Practice on time off for trade union duties and activities. This will only be required occasionally and therefore can be dealt with on an ad hoc basis.
18. BET agrees to provide on-site facilities to trade union representatives and members in order to enable them to discharge trade union duties related to the local School in order to facilitate the objectives of effective communication and consultation with employees and their representatives set out earlier in this agreement. This would include, but not be limited to, access to confidential office space; lockable filing cabinets; a notice board; access to confidential telephone, internal mail and electronic communications; reasonable use of equipment such as telephones, franking machines, teleconferencing, video conferencing and PCs; reasonable accommodation for meetings and trade union education, including confidential space where an employee can meet their representative to discuss confidential matters, and reasonable access to administrative support.

### **Meetings**

19. The Trust and the Trade Unions will hold termly meetings between Trust Leadership and Regional Representatives. The purpose of these meetings will be to maintain an open dialogue and provide a forum to agree any required variation to the terms and conditions and discuss Trust / national level employment policies and procedures, together with any other relevant topics. Further meetings may be convened where necessary. These meetings will be quorate if 2 members of BET Senior Leadership are present, together with representatives from 3 trade unions, at least 1 of which must be from a teaching union and 1 from a support staff union.
20. The Trust and Trade Unions agree to treat information with sensitivity and confidentiality in cases of genuine organisational confidentiality.
21. Within each school, the Principal/Headteacher/Head of School will schedule a termly meeting with their School workplace representatives, and hold additional meetings as necessary, for the discussion of relevant school-based issues with the purpose of ensuring the effective implementation of new initiatives and ensuring good on-going relations.
22. BET 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 subject to this being practicable and it not causing additional unreasonable costs to the School. The Trade Unions will give reasonable notice of

such meetings to the Headteacher. BET 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

### **Dispute Resolution**

23. 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.
24. Any matter not agreed on can be referred to the CEO, if an individual School matter, or Chair of Trust Board if relates to the CEO, who may arrange a meeting with representation from Trade Unions as soon as possible.
25. If the matter remains without agreement after the referral to the Chair of the Trust Board and the matter may be referred to the Advisory Conciliation and Arbitration Service (ACAS) in order to seek resolution of the issue. Either or both parties may determine that a matter is referred to ACAS for conciliation. It will of course be for the parties to decide whether they participate in conciliation at ACAS and there is no requirement on them to do so. Whilst these procedures are being followed the Trust will use its best endeavours to honour the status quo with the exception of where there is a genuine safeguarding or health and safety risk.

### **Termination**

26. Whilst this Agreement is binding in honour only the Trade Unions acting collectively, or the Trust may terminate it by giving to the other party not less than 12 months' notice in writing. Individual Trade Unions may terminate their involvement with this agreement by giving to all other parties 12 months' notice in writing that reference to their union should be removed from clauses 1 and 2 and that the remaining terms of this agreement shall not apply to them thenceforth.

## Appendix I

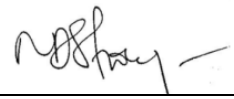

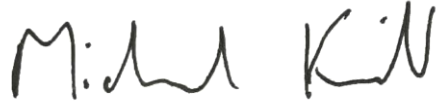



Formula for calculating the paid release of employees who are Trade Union representatives (see paragraph I6 onwards).

This is total time for each Trade Union to allocate between their representatives who are BET employees, in discussion with BET. The time off will be for representatives to undertake Trade Union duties, including, but not limited to, attend meetings convened by BET; reasonable time off for representatives to prepare for and/or attend meetings or to consult with employed officials of their union; and reasonable time off for trade union representatives to attend annual conferences and other policy-making conferences of their trade unions as a delegate.

Number of Members in Union across the Trust	Days per term
0 – 100	3.25
101 – 200	6.5
201 – 300	9.75
301+	13

Time off for training will be outside of this formula, with a base allocation of 2 days (or 5 days for an H & S rep) each year. This will be agreed in advance and will be for accreditation and annual update training for workplace, health and safety, and union learning representatives. Where additional training beyond the base allocation is required, for example in the case of initial training for newly appointed reps, this will not be unreasonably refused.

**Signature Page for Recognition Agreement**

Neil Strowger, CEO BET	
Isabel Stirling, Director of HR, BET	
Michael Kidd, ASCL	
Adrian Baker, GMB	
NASUWT	
James Ellis, NEU	
Unison	
Nick Owen, Unite	
Letitia McCalla , Voice	