

TRADE UNION RECOGNITION AND FACILITIES AND MACHINERY AGREEMENT (TURA)

INTRODUCTION

The Birmingham Diocesan Multi-Academy Trust is a Christian organisation, sponsored by the Church of England. Consequently, we believe it is not only our moral and legal duty but also our Christian duty to be a good employer to our staff. Our vision for our Trust is:

Clothed in LOVE (Colossians 3:14) we are a united family of schools serving our communities and helping ALL to flourish.

We therefore want to have a good working relationship with our recognised trade unions and professional associations that support and represent our staff. In accordance with TUPE Regulations, trade union recognition rights for recognised trade unions are automatically transferred over when a maintained school becomes an academy, or when an existing academy joins an academy trust unless there are working arrangements with trade unions already in place at the trust. This agreement intends to put those arrangements in place as the move from direct LA control to academy status, means that there is a need to clarify the specific working arrangements between the recognised trade unions and Birmingham Diocesan Multi-Academy Trust, particularly in respect of consultation, statutory negotiation rights and facility time for union representatives. The terms of this agreement provide that clarification.

1.0 PARTIES, COVERAGE AND DEFINITIONS

- 1.1 The following recognised trade unions are covered by this agreement:
- the teacher and leadership unions (ASCL, NAHT, NASUWT and, NEU);
 - the unions representing support staff and other professional education staff (GMB and UNISON).
- 1.2 This agreement applies in respect of employees in the following categories:
- teaching and leadership staff (ASCL, NAHT, NASUWT and NEU); and
 - support and other professional education staff (GMB and UNISON).
- 1.3 Throughout this agreement, the following definitions apply:
- “The Multi-Academy Trust” means the trustees responsible for the running of the Birmingham Diocesan Multi-Academy Trust (‘BDMAT’) and other persons or bodies having responsibility for the management of Birmingham Diocesan Multi-Academy Trust, typically the executive team, local governing bodies (referred to within BDMAT as Local Academy Boards (LABs) and Headteachers;

- “The trade unions” means the recognised trade unions;
- “Negotiate” / “Negotiating” / “Negotiation” Negotiation is process whereby all parties enter discussions with the aim of reaching an agreement. The Trust and its academies will provide the trade unions with appropriate information on financial and organisational issues in order to allow meaningful consultation. The Trust will negotiate on matters that they are legally obliged to do so (see 2.6), in all other matters discussions will be via consultation; and
- “Consult” / “consultation” is defined as ‘taking account of and listening to the views of the trade unions and the employer’ on employment matters not legally covered within 2.6. It will take place before any decisions are made. It requires a free exchange of ideas and views affecting the interests of all parties; and where those views are rejected by BDMAT, the reasons for this will be explained. Consultation will be meaningful by both sides.
- “JCC” refers to the BDMAT Joint Consultative Committee, a committee formed of the recognised trade union representatives and members of the BDMAT executive, working on behalf of the BDMAT trustees. Whilst the committee does not have the term ‘negotiation’ within its title it is recognised that there are matters on which BDMAT will also negotiate with the trade unions as per its legal duty (see 2.6).

2.0 PRINCIPLES AND OBJECTIVES

- 2.1 The independent trade unions identified in this agreement are recognised for the purposes of discussion, consultation and negotiation regarding specified aspects on individual staff representation on behalf of the workforce, including on matters related to pay and terms and conditions.
- 2.2 This agreement is intended to promote and assist in the establishment of:
- pay and conditions of employment (such as hours and holidays);
 - 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; and

- arrangements for discussion of professional issues concerning teaching and learning, including issues relating to the curriculum, behaviour policy etc.
- 2.3 This agreement is intended to be implemented alongside the obligations that the Multi-Academy Trust must meet in accordance with TUPE regulations.
- 2.4 The Multi-Academy Trust believes that membership of recognised trade unions help to ensure good employee relations. The Multi-Academy Trust will encourage employees to become members of a recognised union and will inform new appointees of their right to join a trade union through their offer of employment letter.
- 2.5 The Multi-Academy Trust and the trade unions declare their commitment to maintaining good industrial relations and agree to make all reasonable efforts to resolve any difficulties which may arise and to ensure that this agreement is effective.
- 2.6 The Multi-Academy Trust recognises its legal duty to negotiate with our recognised trade unions on a number of matters which are protected under TUPE regulations. These are:
- Pay (if a decision is made by the board to deviate from nationally negotiated pay decisions)
 - Pensions
 - Terms and conditions of employment of existing staff (including proposed new contracts of employment for existing staff)
 - Holiday entitlement
 - Changes to contractual hours

The Multi-Academy Trust currently follows national terms and conditions as outlined in the 'burgundy' and 'green' books as a minimum and implements these alongside national pay scales and pay agreements for both teaching and support staff. Any diversion from these would be subject to the appropriate negotiation with recognised trade unions through the JCC and are likely to represent only an enhancement of the conditions within the 'burgundy' and 'green' books.

- 2.7 The Multi-Academy Trust upon notification will continue to make arrangements for the deduction and transfer of union subscriptions through payroll.

3.0 TRADE UNION REPRESENTATIVES

- 3.1 For the purposes of this agreement, the term "trade union representatives" includes Trust/workplace representatives, including health and safety

representatives and learning representatives that any recognised union appoints and trains.

- 3.2 It is agreed that consultation and representation will be conducted and carried out at Trust level primarily involving Trust-based and BDMAT employed trade union representatives (workplace trade union representatives). Within the remit and rules of their relevant organisation, workplace trade union representatives may refer matters to the relevant trade union regional or national officers. The prerogative of who the recognised unions send to meetings or discusses issues with the Trust rests with the unions themselves and they may select to send regional representatives etc.
- 3.3 For the avoidance of doubt, the JCC will not be a substitute for, or prevent the Trust from communicating directly with its employees on any matter of mutual interest.
- 3.4 The number of trade union representatives on the JCC per recognised trade union will be one or two. If there is a new representative from a recognised trade union taking over a role, accommodation will be made to allow them to shadow the existing representative from their union for a reasonable time frame.
- 3.5 Both sides recognise that from time-to-time specific agenda items may be more effectively discharged by the attendance of either a full-time trade union official from the recognised trade unions, who will attend with the relevant workplace trade union representative on this occasion, or an appropriate HR Advisor/Consultant to support members of the BDMAT executive team.
- 3.6 Trade union members have a statutory right to be represented by an official of their trade union. Whether that official is employed by the union or locally elected is a matter for the trade union.
- 3.7 The Multi-Academy Trust undertakes that no trade union representatives will suffer any disadvantage as a result of undertaking this role on behalf of trade union members.

4.0 FACILITIES FOR TRADE UNION REPRESENTATIVES AND MEMBERS

- 4.1 The Multi-Academy Trust agrees to provide, upon reasonable request, appropriate facilities to trade union representatives employed by the Trust and members in activity and to facilitate the objectives of effective communication, consultation and where appropriate, negotiation with employees and their representatives set out in this agreement.

Facilities Time: The Multi-Academy Trust has decided not to pay into local authority facilities time schemes. Instead, the Multi-Academy Trust will provide facilities to appointed recognised workplace trade union representatives. This will include release time to represent their union members. The overall amount of release time will be in proportion to the number of members within that union working within BDMAT in accordance with the calculations in appendix B.

- 4.2 To ensure that the facilities time allocations remain appropriate to trade union membership, the Multi-Academy Trust will review these annually with the JCC, in accordance with the respective membership numbers for each trade union. The trade union members of the JCC agree to provide details of union membership within BDMAT on an annual basis to facilitate this review and the appropriate release of workplace trade union representatives. Failure to provide this information may lead to BDMAT not awarding Facilities Time to those unions who have not provided the information.

Should absolute and relative membership numbers of any recognised trade union fall to a level that the Trust considers insufficient to add meaningful value to the consultation effort, it reserves the right to consult with the relevant recognised trade union and following that consultation may determine to derecognise the union with three months' notice. This would be undertaken in discussion with the recognised unions to ensure that certain employment groups are not underrepresented as a result of this action (for example unions that mainly support secondary staff whilst we only have one secondary school within the Trust).

- 4.3 Facilities Time allocations should be seen as an annual allocation of time rather than a weekly allocation of time. Representatives should therefore diary the time that they require for their union duties over the year accordingly and agree their release time with their Line Manager (see section 5)

5.0 TIME OFF WITH PAY FOR TRADE UNION REPRESENTATIVES

- 5.1 The Multi-Academy Trust will permit trade 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. Where there is a need for time off during normal working hours school leaders / line managers will be given as much notice as possible. This time off will be taken from the annual Facilities Time release time as identified in appendix B.

- 5.2 The Multi-Academy Trust will also permit trade union representatives time off with pay within their normal timetabled working hours (including release from timetabled teaching and learning support in the classroom) where necessary, in particular to prepare for and/or attend meetings or to consult with employed officials or local representatives of their union, to attend union conferences, and to participate in negotiations in accordance with paragraph 2.6. Trade union representatives will give as much notice as possible to their headteacher / line manager of the need for such time off and no reasonable request will be denied.
- 5.3 The Multi-Academy Trust will seek to ensure that all meetings convened by the Multi-Academy Trust or by headteachers and involving trade union representatives take place within their normal working hours. On occasions this may not be possible due to availability of individuals, for example disciplinary hearings where a governor / witness may not be available in normal work hours, on these occasions a suitable alternative will be agreed by mutual consent. Additional payment / time in lieu will be considered in such situations for workplace trade union representatives.
- 5.4 The Multi-Academy 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 Multi-Academy Trust will permit trade union representatives reasonable time off with pay to attend relevant training courses (related to their role as a trade union representative) run by their trade unions or by others. Training and attendance at National Conference should not be taken from the annual Facilities Time release time identified in appendix B
- 5.5 Both, the Trust and the recognised trade unions, are committed to resolving on an informal basis any disputes in relation to time off for union duties or activities. If no agreement can be reached, the matter will be referred to the Chair of the board of trustees for resolution within a reasonable time frame.
- 5.6 Both sides can put policies forward for discussion at the JCC. A regular timetable for policies to be reviewed will be developed so that reps can factor in the time to review the identified policies.
- 5.7 Time off for employer led programmes for example, Management of Change, admittance of new schools to the Trust and Trust harmonisation of contracts projects may fall outside of the annual allocation identified within Appendix B. BDMAT acknowledges that circumstances may arise where there is insufficient time within the base facility time allocation for trade union representatives to carry out their duties. In such circumstances BDMAT will agree an additional time

allocation with the relevant recognised trade union representatives. Time off for non-employer led programmes, for example union representatives' meetings with senior leaders, are not part of this allocation.

6.0 OTHER FACILITIES FOR TRADE UNION REPRESENTATIVES

6.1 The Multi-Academy Trust will provide the following facilities to trade union representatives upon reasonable request:

- reasonable accommodation to hold meetings and to interview members in a confidential manner;
- confidential access to and reasonable free use of telephone, fax and email facilities and computing and photocopying facilities;
- reasonable access to administrative and secretarial services;
- secure storage space;
- individual notice boards in all staff rooms;
- Space on the Trust intranet,; and
- all relevant documents, including those which provide information as to the structure and posts applicable to the Multi-Academy Trust, the articles of government, the funding agreement and documents that set out the pay, conditions of service and the regulations of the Multi-Academy Trust which apply to the employees of the Multi-Academy Trust, on request.

7.0 TRADE UNION MEETINGS

7.1 The Multi-Academy Trust will allow trade union members to hold meetings during school times as per ACAS recommendations but for continuity of service for our pupils we ask that where practical these be 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 headteacher. The Multi-Academy Trust will not seek to place unnecessary restrictions on the frequency or duration of such meetings; representatives will give as much notice as possible to the headteacher when seeking consent for such meetings. The Multi-Academy Trust will not unreasonably withhold such consent for such meetings. The Trust would not seek to prevent external recognised trade union officials meeting with their members.

8.0 DISCIPLINARY ACTION INVOLVING TRADE UNION REPRESENTATIVES

8.1 The Multi-Academy Trust will immediately inform an official of the relevant trade union before considering instigating any disciplinary proceedings against a trade union representative as long as the employee is in agreement to this.

9.0 JOINT CONSULTATIVE COMMITTEE

9.1 The Multi-Academy Trust will provide the trade unions with appropriate information on financial and organisational issues in order to allow meaningful consultation (including information required for discussions regarding pay and conditions and consultation in accordance with the ACAS Code of Practice). The trade unions agree to treat information with sensitivity and confidentiality in cases of genuine commercial confidentiality and where information is provided under embargo regulations until staff in schools are informed of the process.

9.2 The Multi-Academy Trust and the trade unions agree to set up a Joint Consultative Committee (JCC) (see appendix A) consisting of representatives of both sides to undertake the following functions:

- the provision and sharing of appropriate and relevant information by the trade unions and the Multi-Academy Trust;
- consultation on employment procedures and working and organisational arrangements; and
- consultation on the issues listed below for consideration by the JCC and negotiation as outlined in 2.6.

9.3 Before implementing any changes in employment procedures and working and organisational arrangements, the Multi-Academy Trust will undertake consultation with trade union representatives through the JCC.

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

- consultation machinery and procedures;
- terms and conditions of employment;
- staffing levels and pay structures;
- contractual employment policies and procedures;
- matters of health and safety;
- operational issues affecting the deployment, security and prospects of staff;

- staff training and development;
- equal opportunities matters.

9.5 The Multi-Academy Trust and the trade unions agree that any dispute regarding the interpretation or operation of this agreement or any other matter will be referred initially to the JCC for resolution.

10.0 FAILURE TO AGREE

10.1 The Multi-Academy Trust and the trade unions agree that it is in the interests of all parties that consultations are carried out expeditiously and with the aim of reaching an agreement.

10.2 If the Multi-Academy Trust and the trade unions cannot reach an agreement on an aspect that they must legally negotiate with unions upon, rather than elements that they merely consult with them on, either party may propose that the matter is referred to the Advisory Conciliation and Arbitration Service (ACAS). Both parties will seek to agree whether the referral shall be for conciliation or arbitration. While these procedures are being followed BDMAT will honour the status quo ante.

If ACAS conciliation is unsuccessful and both parties agree the matter can be referred to ACAS for arbitration;

11.0 COMMENCEMENT, REVIEW AND VARIATION

11.1 This agreement comes into effect on: 1st January 2026

11.2 The provisions of this 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 JCC. Where agreement cannot be reached, the matter will be referred to ACAS for support.

12.3 The parties agree to review the agreement on an annual basis to ensure it meets the needs of the Multi-Academy Trust and the Unions.

12.3 The agreement itself may be terminated at any time by either the Multi-Academy Trust or unions with twelve months' written notice.

Appendix A

Constitution for the Joint Consultative Committee (JCC) as referred to in the TUC Model Agreement for Academies.

Title

1. The Committee shall be known as the Joint Consultative Committee or JCC.

Purpose of Committee

2. The Committee has been established in support of the Principles and Objectives listed in paragraphs 4-10 in the ratified Agreement, and in order to consult and on the matters listed in the Agreement and other appropriate matters.

Representation at Meetings

3. The composition of the Multi-Academy Trust side is the prerogative of the Multi-Academy Trust but there will be an expectation that there will be regular attendance by appropriate senior Multi-Academy Trust officials at all JCC meetings.
4. Consultation on terms and conditions issues will take place through the JCC. Sub-groups may sometimes meet to discuss issues which only affect teachers or support and other professional school staff. These sub-groups will only be formed by joint agreement and will report back to the full JCC.
5. The members of each side shall be determined annually. Each side shall inform the other side promptly of any changes in representation. The membership shall be comprised of:
 - representatives from the Multi-Academy Trust; and
 - Representatives from each trade union / professional association (not normally exceeding 2 representatives per recognised trade union)
6. Substitute representatives shall be permitted on both sides where necessary but each side shall seek to ensure that its nominated representatives attend all meetings.
7. The Multi-Academy Trust may bring an advisor to the meetings to support e.g. when HR issues are being discussed.
8. The office of Chair shall remain with the Multi-Academy Trust.

Meetings

9. BDMAT will appoint a secretary to the JCC who shall be responsible for liaising with the all side on matters such as dates of meetings, agreement of agendas and draft minutes, issuing invitations and agenda to members etc.
10. Meetings shall normally be held once per term. The date and agreed agenda shall normally be sent to members at least ten 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 sides.
11. Special meetings shall be held where either the Multi-Academy Trust or Union side submits a request in writing to the other side. The date and agenda for special meetings shall be sent to members, normally no later than five working days after the request is submitted and the meeting shall normally take place no later than fifteen working days after the request is submitted.
12. Each side shall be entitled to a pre-meeting prior to the meeting in order to discuss the business on the agenda.
13. The quorum for all meetings shall be 1 member of the Academy Trust side and 3 of members of the Union side. The union side should comprise at least one union representing teachers / school leaders and one union representing support staff to be quorate.
14. Administrative support to the JCC shall be provided by the Multi-Academy Trust. The draft minutes of all meetings shall be circulated to all attendees for agreement, normally no later than ten working days after the meeting. The agreed minutes of all meetings shall be submitted to the Multi-Academy Trust's board of directors for information.

Appendix B

Allocation of Facilities Time for union representatives

BDMAT will grant Trade Unions scheduled time off based on the following formula:

Number of members in union employed within BDMAT	Days per year
0 - 25	6 (one day per half-term)
26 - 75	12 (two days per half term)
76 - 150	19.5 = equivalent to 0.1 a week or half a day a week
151 - 225	39 = equivalent to 0.2 or 1 day a week
226 - 300	58.5 = equivalent to 0.3 or 1 and half days a week
301 - 375	78 = equivalent to 0.4 or 2 days a week
376 - 450	97.5 = equivalent to 0.5 or 2 and half days a week
451 - 525	117 = equivalent to 0.6 or 3 days a week
526-600	136.5 = equivalent to 0.7 days a week
601-676	156 = equivalent to 0.8 days a week
677-752	175.5 = equivalent to 0.9 days a week
753-828	195 = equivalent to 1.0 or 5 days a week
829-904	214.5 = equivalent to 1.1 or 5.5 days per week

Beyond 904 staff, the allocation will move forward on an arithmetic progression of 0.1/9.75 days for every 75 members or part thereof.