



KALEIDOSCOPE
Multi Academy Trust

**Trade Union Recognition
Agreement
and Kaleidoscope MAT Joint
Consultative Negotiation Committee
(KMAT JCNC) Policy**

Approved by:

Kaleidoscope Trust Board

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Next Review:

July 2026

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1.0 Introduction

1.1 This agreement between the Kaleidoscope Multi Academy Trust (KMAT) and trade unions, expressing our mutual desire for working in partnership and specifically addressing matters of recognition, facilities and the mechanism for consultation and negotiation, is a demonstration of our commitment to the support and development of our workforce.

1.2 KMAT values the quality and experience of all members of its workforce as a critical element on which the company's success should be judged.

1.3 KMAT will give formal recognition to employee unions and to engage with them proactively and constructively in pursuit of its fundamental belief in the dignity of all people.

2.0 Parties, Coverage & Definitions

2.0 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 Kaleidoscope Multi-Academy Trust (KMAT) and any persons or bodies having responsibility for the management of the Trust and its academies;

The **Trade Unions** means the recognised trade unions as listed above;

The **Academy** means any individual academy within the Trust and any persons or bodies having responsibility for the management of individual academies.

3.0 Principles & Objectives

3.1 The independent trade 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 The trade unions recognise that it is the Trust's responsibility to plan, organise and manage the delivery of education to the students at its academies.

3.4 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.

3.5 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.

3.6 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, the term 'trade union representatives' includes Trust/workplace representatives, health and safety representatives and learning representatives.

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.

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 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 and Time Off

5.1 The Trust recognises its statutory obligations with regard to facilities for trade union representatives and members, including the right to reasonable time off with pay for trade union representatives to undertake trade union duties. 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. The Trust will seek to ensure that all meetings convened by the Trust and involving trade union representatives take place within their normal working (directed time) hours.

5.2 The Trust will arrange for deduction of Trade Union subscriptions through payroll.

5.3 The 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, this also applies to time required to prepare for and/or attend meetings during their working hours. Trade Union representatives will give as much notice as possible of the need for such time off and no reasonable request will be denied so long as suitable cover can be arranged.

5.4 The Trust will provide the following facilities to trade union representatives in connection with their Trade Union business, so long as they are a member of KMAT:

- 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 academy (this will only be provided at local level for the purpose of consultation on staffing restructures), the articles of government, the funding agreement and documents that set out the pay, conditions of service and the regulations of the academy which apply to the employees of the academy.

6.0 Trade Union Meetings

6.1 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. In accordance with the ACAS Code of Practice, the Trust will allow trade 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 trade 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.

7.0 Disciplinary Action Involving Trade Union Representatives

7.1 The Trust will not take disciplinary action against a trade union representative until an employed official of that trade union has been consulted.

8.0 Joint Consultation and Negotiation

8.1 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 Code of Practice). The trade unions agree to respect the confidentiality of the information provided by the Academy and treat information with sensitivity.

8.2 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 with a view to reaching agreement on the issues listed below.

8.3 Before implementing any changes in employment procedures and working and organisational arrangements, the Trust will undertake consultation and negotiation as appropriate with trade union representatives and school/MAT representatives in the form of a Joint Consultative and Negotiation Committee (JCNC). If these changes are school specific, then these meetings will be at school level. If the changes are across KMAT, then a MAT wide JCNC will meet. Committee Meetings can be requested by school/MAT leaders or union representatives.

8.4 The following matters are areas that may be discussed as outlined above.

- terms and conditions of employment;
- staffing and pay structures;
- employment policies and procedures
- matters of health and safety; including arrangements for management of infections etc.
- 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

8.5 With regard to these items, the Trust's intention will be, where possible, to employ all staff on the National terms and conditions for school teachers and where possible, adhere to NJC pay rates for support staff. Kaleidoscope Multi-Academy Trust has adopted the North Somerset Model HR policies which have been agreed with unions.

8.6 The Academy arrangements will include regular meetings between the Head Teacher and trade union representatives at each Academy in order to foster good relations and effective working.

8.7 The Trust and the trade unions agree that any dispute on interpretation of this agreement or any other matter including any difficulties at Academy level will be discussed initially with school/MAT leaders and the trade union representatives.

8.8 The Trust and the trade unions agree that any dispute on interpretation of this agreement, or any other matter, will be initially referred initially to the JCNC for resolution.

9.0 Failure to Agree

9.1 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.

9.2 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. 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.

10.0 Commencement, Review and Variation

10.1 This agreement comes into effect on the following date 12 July 2023.

10.2 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.

10.3 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.

ANNEX 1

Constitution for the KMAT Joint Consultative and Negotiation Committee (JCNC)

Title

The Committee shall be known as the KMAT Joint Consultative and Negotiation Committee or KMAT JCNC.

Purpose of Committee

The Committee has been established in support of the Principles and Objectives listed in Section 2 of the Recognition Agreement; and in order to consult and negotiate on the matters listed in the above Agreement and other appropriate matters.

Representation at Meetings

The identification of representatives of the Trust is the prerogative of the Trust Board but there will be an expectation that there will be regular attendance by the appropriate senior Trust officials at all JCNC meetings. The CEO and a member of ELT will attend meetings. For school specific meetings the Headteacher/Executive Headteacher/Head of School will attend.

Consultation and negotiation where appropriate will take place through the JCNC. 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 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 shall be when requested/needed, and will be chaired by a member of the Trust (if a Trust level meeting) or a member of the schools SLT (if a school level meeting). The date and agreed agenda shall 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 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/school 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 JNC 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. That the agreed minutes of all meetings shall be submitted to the Trust Board and Local Governing Bodies of the Trust and its Academies for information.

A handwritten signature in blue ink, appearing to read "Tristan Coy", with a long horizontal flourish extending to the right.

Approved 12 July 2023.