



Leave of Absence Policy

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Author Initials	MS/DP
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(This policy supersedes all previous Leave of Absence policies)

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Amendments

Policy Date	New Version Number	Summary of change	Comments
15/02/2019	1.0	No changes made	
27/01/2021	1.1	No changes made	
02/02/2023	1.2	TUC agreement added	

Union Consultation

Date	Action (meeting, email etc)	Comments	Attendance
10/07/17	Meeting with Union Reps		UNISON, GMB, NASUWT, ATL, NUT

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Introduction

- 1.1 Although leave of absence is not an entitlement to a number of days off per year, we recognise that on rare occasions, employees are able to manage particular circumstances that may occur in their lives where it is not possible to arrange these during school holiday periods and time off may be required. It is expected that requests will only be made for leave of absence in term time once all other possible alternatives have been considered.
- 1.2 Employees should ensure that other than in emergency situations they make their request for leave in advance to enable the School/Academy/Trust to consider the request carefully and to ensure that cover can be implemented where required.
- 1.3 The amount of leave of absence granted and reasons. It is important to bear in mind that such entitlements must be considered against the overall working arrangements of the different categories of staff and, in particular, the need for arrangements to be made to cover such absences.
- 1.4 All periods of leave of absence will be recorded and considered on a rolling 12-month basis.
- 1.5 Any employee who is suspected to have abused the provision for leave of absence may be subject to disciplinary proceedings in line with the Trust's Disciplinary Procedure.
- 1.6 The policy has been implemented following consultation with staff and recognised trade unions. It has been formally adopted by the Trust.
- 1.7 This policy forms part of all employee's contract of employment but does not affect terms and conditions of employment of those staff who TUPE transferred to the Trust.
- 1.8 The purpose of this policy is to ensure that employees within the Trust understand how requests for leave will be considered by the Headteacher/Business Manager/Chief Executive Officer. It will also ensure that staff across the Trust are treated in a fair and consistent way when requesting time away from work.
- 1.9 The procedure applies to all employees regardless of length of service It does not apply to agency workers.
- 1.10 This procedure is used to deal with requests for absence from work for the reasons contained within this policy. It does not cover requests for flexible working, maternity, paternity, parental or adoption leave. Information on these can be found in the relevant policy within the Trust.

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2. Bereavement leave and compassionate leave

- 2.1 Up to five days paid bereavement leave may be granted to help employees cope with the death of a close relative, to deal with necessary arrangements and attend their funeral.
- 2.2 Up to five days paid compassionate leave may be granted to help employees where they need to deal with necessary arrangements for or assist a close relative who is seriously or critically ill. This does not apply in the case of domestic emergencies, or where normal caring arrangements have been disrupted.
- 2.3 Bereavement leave and compassionate leave may be granted in relation to a spouse, civil partner or partner, child, stepchild, grandchild, parent, step-parent, parent-in-law, grandparent, brother or sister, stepbrother or stepsister, or brother or sister-in-law. The Headteacher/Business Manager/Chief Executive Officer may exercise their discretion in relation to any other relative or close friend, depending on the circumstances. When agreeing the amount of leave the Trust will take into account the circumstances and relationship of the employee to the deceased.
- 2.4 The Trust recognises that it may not always be possible to request bereavement leave or compassionate leave in advance. However, where it is possible, employees should make a request to the Headteacher/Business Manager/Chief Executive Officer, giving them the reasons for the request and the number of days leave that are required.
- 2.5 Where it is not possible to request leave in advance employees should contact the Headteacher/Business Manager/Chief Executive Officer as soon as possible to tell them the reason for the absence and the number of days leave that are required.
- 2.6 In exceptional circumstances we may have to refuse a request for bereavement leave. If so the Headteacher/Business Manager/Chief Executive Officer will give you a written explanation for the refusal. If you are dissatisfied with this decision you may appeal to Chair of Governors/Chief Executive Officer (as appropriate) in writing within five working days of receipt of the written reasons for the refusal.

3. Dependents (Time off for)

- 3.1 The law recognises and we respect that there will be occasions when you will need to take time off work to deal with unexpected events involving one of your dependents OR someone close to you. All employees have the right to take a reasonable amount of time off work when it is necessary to:

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- (a) provide assistance when a dependent falls ill, gives birth, is injured or assaulted;
- (b) make longer-term care arrangements for a dependent who is ill or injured;
- (c) take action required in consequence of the death of a dependent;
- (d) deal with the unexpected disruption, termination or breakdown of arrangements for the care of a dependent; and/or
- (e) deal with an unexpected incident involving their child during school hours (or those of another educational establishment).

3.2 A dependent for the purposes of this policy is:

- (a) an employee's spouse, civil partner, parent or child;
- (b) a person who lives in the same household as the employee, but who is not their tenant, lodger, boarder or employee; or
- (c) anyone else who reasonably relies on the employee to provide assistance, make arrangements or take action of the kind referred to in paragraph 4.1.

3.3 Employees are only entitled to take reasonable time off under this policy where there is an immediate crisis and it is necessary to take action in relation to a dependent. This will depend on the nature of the problem, the closeness of the relationship between you, and whether someone else is available to assist. Reasonable time off will not normally be more than one day and in most cases will be less than a day. However, we will always consider each set of circumstances on their facts.

3.4 The first day for time off with a sick child is normally paid (limit of five days per annum (1 day per instance)) to allow the employee to make arrangements for childcare.

3.5 If you know well in advance that a problem might arise or you wish to take time off to care for a dependant yourself, rather than make alternative arrangements, this policy will not apply. You should make other arrangements to deal with such situations.

3.6 You will only be entitled to time off under this policy if, as soon as is reasonably practicable, you tell your line manager, who will inform the Chief Executive Officer:

- (a) the reason for your absence; and

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(b) how long you expect to be away from work.

3.7 If you fail to notify us as required by paragraph 4.6, you may be subject to disciplinary proceedings under our Disciplinary Procedure for taking unauthorised time off.

3.8 Where it is possible to do so in advance or when you return to work after taking time off under this policy, we might ask you to provide evidence for your reasons for taking the time off. Suspected abuse of this policy will be dealt with as a disciplinary issue under our Disciplinary Procedure.

4. Domestic Reasons

4.1 Up to five days leave of absence with or without pay may be granted for domestic reasons (urgent or otherwise). It is expected that those employees who have the option to choose when to take their leave will use their annual leave entitlement before making a request for domestic reasons. Leave to be granted under this provision may include:

(a) Moving house

Employees should normally make arrangements for moving house outside normal working days. Where this is not possible, up to 1 day's leave may be granted by the Trust.

(b) Wedding or civil partnership ceremony

Employees should make their own wedding/civil partnership arrangements outside normal working days. Leave may be granted by the Trust to enable employees to attend a relative's or close friend's wedding or civil partnership ceremony where this is held during normal working hours.

(c) Other special events

The Trust recognises that in exceptional circumstances there will be special events in an employee's family life that cannot be arranged outside normal working days e.g. graduation ceremonies, school productions, sports day. The Trust will consider requests for time off for these purposes.

(d) Urgent domestic business

This would enable school staff to deal with emergencies of a domestic nature e.g. flooding, structural damage, burglary etc.

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- 4.2 The Trust recognises that it may not always be possible to request domestic in advance. However, where it is possible, employees should make a request to the Headteacher/Business Manager/Chief Executive Officer, giving them the reasons for the request and the number of days leave that you would like to take. Where it is not possible, you should contact the Headteacher/Business Manager/Chief Executive Officer as soon as possible to tell them the reason for your absence and the number of days you expect to be absent.

5. Health and Welfare

- 5.1 Employees are expected to make routine medical appointments on their non-working days/outside working hours. Where it can be demonstrated that it is not possible to obtain appointments outside of working hours the Trust may grant paid time off for reasons of the personal health and welfare of an employee. For example, visits to a doctor, dentist, optician, clinic and hospital. The Trust will expect employees to provide evidence of their requirement to attend any medical appointments.
- 5.2 All employees are encouraged to attend medical appointments for preventative screening, such as smear tests, mammograms, prostate examinations. These appointments are covered by this policy.
- 5.3 Employees who donate blood or other medical tissue are encouraged to do this outside of working hours. Where this is not possible requests for time off to attend these appointments will be considered under this policy.
- 5.4 Requests for time off for medical appointments in relation to adoption, pregnancy or disability will be considered under the Maternity, Paternity, Adoption, Parental & Shared Parental Trust policy that covers these circumstances.
- 5.5 Employees who are planning to undergo a course of fertility treatment or are planning to become a surrogate should discuss with the Headteacher/Business Manager/Chief Executive Officer their treatment plan and requirements for time off. The Trust will consider these cases based on the individual circumstances.

6. Interviews

- 6.1 The Trust accepts that employees will have little or no control over when an interview will take place and therefore may grant up to five days off for interviews/visits with pay during any one academic year.
- 6.2 Employees must inform their Headteacher/Business Manager/Chief Executive Officer of the time, date and duration of the interview as soon as they have this information so that the request can be

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considered promptly to avoid disappointment. The Trust can ask employees to provide evidence of interview.

7. Time off for public duties

- 7.1 The Trust supports employees to perform certain public duties that they may be committed to undertake and will give them time off to do so where it does not conflict with the operational needs of the Trust. The Trust is not obliged to grant employees paid leave for these purposes. The circumstances in which we are prepared to do so are set out below.

8. Jury Service

- 8.1 Employees should tell the Headteacher/Business Manager/Chief Executive Officer as soon as they are summoned for jury service and provide a copy of the summons if requested.
- 8.2 Depending on the demands of the Trust we may request that the employee applies to be excused from or have the jury service deferred.
- 8.3 The Trust is not required to pay employees while they are absent on jury service. You will be advised at court of the expenses and loss of earnings that you can claim.

9. Voluntary Public Service

- 9.1 Employees are entitled to a reasonable amount of unpaid time off work to carry out certain public duties. All employees may be granted up to five days' paid leave to perform voluntary public service duties. Any additional leave will be granted on an unpaid basis subject to the exercise of our discretion to grant further paid leave.
- 9.2 Public service duties include service as a:
- (a) Tribunal member
 - (b) Magistrate
 - (c) Local councillor
 - (d) Member of an NHS Trust
 - (e) Prison visitor
 - (f) Lay visitor to police stations
 - (g) School/Academy/Trust Governor
- 9.3 If you are unsure whether a public service that you perform is covered by this policy, you should speak to the Headteacher/Business Manager/Chief Executive Officer.

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- 9.4 As soon as you are aware that you will require time off for performance of a public service you should notify the Headteacher/Business Manager/Chief Executive Officer in writing, providing full details of the time off that is being requested and the reasons for your request.
- 9.5 The Trust will agree to requests for time off to undertake public duties wherever reasonably possible having regard to the criteria set out in this policy. If it is not possible to accept a request you will be given written reasons for our decision.
- 9.6 Each request for time off will be considered on its merits, in the circumstances in which it is made including:
- (a) Whether the activity is reasonable in relation to your employment.
 - (b) How much time off is reasonably required for the duty in question.
 - (c) How much time off you have already taken for the public duty in question.
 - (d) How your absence will affect the School/Academy/Trust.

10. Reserve Forces Duties

- 10.1 We are aware that employees who are members of the Reserve Forces (the Territorial Army, Royal Navy Reserve, Royal Marines Reserve or Royal Auxiliary Air Force) may be called-up at any time to be used on full-time operations and will be expected to attend regular training.
- 10.2 Employees who need time off for reservist commitments are expected to use existing holiday entitlement. In exceptional circumstances we may grant additional leave (either paid or unpaid) in order for these commitments to be met.
- 10.3 Whilst we will do everything possible to meet your request for leave it may not always be possible for operational reasons. If we receive notice that you have been called-up there may be occasions when we need to apply to an adjudication officer for the notice to be deferred or revoked if your absence would cause serious harm to the Trust (which could not be prevented by the grant of financial assistance).
- 10.4 Once your military service has ended you may submit a written application for reinstatement to your employment. This should be made by the third Monday following the end of your military service

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and you should notify us of the date on which you will be available to restart work.

- 10.5 If it is not reasonable and practicable to reinstate you into your former employment, we will offer you the most favourable occupation on the most favourable terms and conditions which are reasonable and practicable.

11. Professional Examination Duties

- 11.1 The Trust will authorise leave for teachers to undertake professional duties in connection with GCSE, GCE A Level and other public examination in line with the provisions of the Burgundy Book (Section 6). This also gives details of how the school may be reimbursed when a teacher has to be released.

12. Redundancy – support for job seeking

- 12.1 Employees who have been identified by the Trust as redundant will be allowed reasonable time off to support them with securing alternative employment. The amount of time-off is at the discretion of the Headteacher/Business Manager/Chief Executive Officer. Each case will be considered on its merits.

13. Religious Festivals

- 13.1 Employees whose religious beliefs require the observance of festivals which fall on days upon which they would normally work, may be granted up to 2 days leave with pay.
- 13.2 Employees must inform the Headteacher/Business Manager/Chief Executive Officer at the start of each academic year of any dates that they may need to request time off for. Where this is not possible employees should provide this information as soon as they are able to and no later than 10 working days before the date of the requested leave.

14. Time off for trade union duties and activities

- 14.1 The Trust wishes to support employees with time off for trade union activities.
- 14.2 Trade union representatives are entitled to reasonable paid time off to carry out trade union duties and activities, to undergo training and to accompany a worker to a grievance or disciplinary hearing. A trade union representative means an officer of the union or an employee elected or appointed in accordance with the union's rules to be a representative of union members in the workplace.

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- 14.3 Union learning representatives have a right to reasonable paid time off to perform their duties and undergo training.
- 14.4 Union members have a right to reasonable unpaid time off when taking part in trade union activities.
- 14.5 Employees should be aware that there will be occasions where, for operational reasons, or where the Trust believe the time off to not be reasonable, requests can be declined. Each application for time off will be assessed on its merits and the determination will ultimately depend on the needs of the Trust at the time of the request and consideration will be given to:
- (a) the nature and timing of the request;
 - (b) the amount of time off previously granted or planned for the future;
 - (c) the number of representatives or members seeking time off within a given period; and
 - (d) the legitimate need of the union representative or union learning representative to discharge their functions.
- 14.6 If a union representative, union learning representative or union member is aggrieved by a decision to refuse time off to undertake their duties, training or activities, they should raise the matter in accordance with Trust's] grievance procedure.

Time off for union representatives - duties

- 14.7 Employees who are representatives of an independent trade union recognised by the Trust for collective bargaining are permitted reasonable paid time off to:
- (a) carry out their duties in connection with:
 - (i) negotiations in relation to collective bargaining
 - (ii) the performance of other permitted functions related to collective bargaining;
 - (iii) information and consultation over collective redundancies or TUPE transfers and
 - (iv) agreeing new terms for the workforce following a TUPE transfer in an insolvency situation
 - (b) undergo training in aspects of industrial relations relevant to those duties which has been approved by the Trades Union Congress or by the trade union.

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- (c) accompany a fellow worker to a disciplinary or grievance hearing

Time off for union members - activities and learning

14.8 An employee who is a member of an independent trade union recognised by the Trust in relation to their position is permitted reasonable unpaid time off to take part in a trade union activity or to consult a union learning representative. Examples of trade union activities include voting in union elections and attending relevant workplace union meetings, but not participating in industrial action.

Time off for union learning representatives

14.9 Employees who are members of an independent trade union recognised by the Trust can take reasonable time off to perform duties as a union learning representative, providing that the union has given the Trust notice in writing that the employee is a learning representative of the trade union and that the representative is, or will be, sufficiently trained to carry out the learning representative duties. The purpose of a learning representative includes arranging training, promoting the value of training and analysing training needs.

Requesting time off - trade union representatives and learning representatives

14.10 Employees that are trade union representatives or trade union learning representatives should ensure that their trade union has provided written confirmation of this to the Trust.

14.11 The Headteacher/Business Manager/Chief Executive Officer will meet with the employee to discuss their union role and the amount of time and facilities that the Trust believes to be reasonable to enable the employee to carry out their union duties.

14.12 When making a request for time off the employee should provide as much notice as possible and give further details, such as the location, timing, duration and purpose of the time off. The Headteacher/Business Manager/Chief Executive Officer will look at each request and the circumstances before deciding what is reasonable.

14.13 Both parties accept the need to be flexible within this process and recognise their duties and obligations to the Trust. The parties will seek to agree a mutually convenient time for the duties or activities, with minimum disruption to the teaching and learning at the Trust. Where possible, the recognised trade union(s) will arrange workplace meetings towards the end of the working day or near break times.

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Requesting time off - trade union members

14.14 Employees who want to request time off for trade union activities during working hours should make a request to the Headteacher/Business Manager/Chief Executive Officer giving as much notice as possible and provide further details, such as the location, timing, duration and purpose of the time off. The Headteacher/Business Manager/Chief Executive Officer will look at each request and the circumstances before deciding what is reasonable.

15. Unpaid Special Leave

15.1 The following is intended to complement the paid leave provisions, particularly in relation to compassionate leave. They cover special absence for personal or family reasons, e.g. to visit relatives who live abroad or to nurse a sick person. The guidelines apply:

- (a) for types of unpaid leave not covered elsewhere by specific agreement e.g. in national or local conditions of service;
- (b) only in exceptional circumstances e.g. of a personal or domestic nature;
- (c) where the employee has a minimum of one year's service at the date of commencement of the leave.

15.2 The employee should submit the request in writing giving details of the absence required and the reasons.

16. Review of policy

16.1 This policy is reviewed every three years or upon change of relevant legislation. We will monitor the application and outcomes of this policy to ensure it is working effectively.

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Appendix 1

REQUEST FOR LEAVE OF ABSENCE

SECTION 1 – To Be Completed By the Employee

Name: _____

Post: _____

I request leave of absence on the following date(s)

For the following reason:

(If there is insufficient space please continue on the reverse)

Signed: _____ Date: _____

When this section has been completed the form should be given to the line manager who will liaise with the Headteacher/COO. The form should then go to the CEO.

SECTION 2 – TO BE COMPLETED BY THE RELEVANT PERSON

- i) This request for leave of absence is granted with pay
- ii) This request for leave of absence is granted without pay
- iii) This request for leave of absence has not been granted for the following reasons:

Number of days leave of absence already granted in the 12-month period

Signed: _____ Date: _____

A copy of the completed form should be returned to the applicant

Appendix A: Model Agreement for Academies in England, July 2015

Model Agreement for Academies in England

Trade Union Recognition and Facilities and Machinery for
Consultation and Negotiation



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MODEL AGREEMENT FOR ACADEMIES IN ENGLAND

TRADE UNION RECOGNITION AND FACILITIES AND MACHINERY FOR CONSULTATION AND NEGOTIATION

INTRODUCTION

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. This move, from direct LA control to academy status, means that there is a need to clarify the specific working arrangements between the Unions and (name of school), particularly in respect of consultation and negotiation and facility time for Union Representatives. The terms of the Agreement which follows provide that clarification.

PARTIES, COVERAGE AND DEFINITIONS

The following trade unions are covered by this agreement:

the teacher unions (NAHT, NASUWT and NEU) and the unions representing support and other professional school staff (GMB, UNISON and Unite); [other trade unions as may be agreed].

This agreement applies in respect of employees in the following categories:

teaching staff (NAHT, NASUWT and NEU);

support and other professional school staff (GMB, UNISON and Unite); [other categories of staff as may be agreed].

Throughout this agreement, the following definitions apply:

“The Academy Trust” means the governing or other body responsible for the running of the Academy Trust and other persons or bodies having responsibility for the management of the Academy Trust, typically the Trustees, and its academies, typically local governing bodies and Principals; “The trade unions” means the recognised trade unions as listed above; [other definitions as appropriate].

PRINCIPLES AND OBJECTIVES

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.

This agreement is intended to promote and assist in the establishment of: jointly agreed pay and conditions of employment;

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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.

This agreement is intended to be implemented alongside the obligations that the Academy Trust must meet in accordance with the TUPE regulations.

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

In turn, the Academy Trust recognises the trade unions' right to represent and protect the interests of their members employed in the Academy Trust's academies both individually and collectively.

The Academy Trust believes that representative trade unions help ensure good employee relations. The Academy Trust will encourage employees to become union members and will inform new appointees of their right to join a trade union as part of the trust's induction process. The Trust will also provide opportunities for trade unions to address new employees including ITT, trainees and students.

The Academy 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.

TRADE UNION REPRESENTATIVES

For the purposes of this agreement, the term "trade union representatives" includes Trust/workplace representatives, health and safety representatives and learning representatives.

Trade union representatives will be appointed in accordance with the rules of the individual trade unions concerned. The trade unions will inform the Academy Trust in writing of the names of their appointed representatives.

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. The Academy Trust will not decline to recognise appointed trade union representatives.

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.

The 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.

FACILITIES FOR TRADE UNION REPRESENTATIVES AND MEMBERS

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The Academy 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.

Time off with pay for trade union representatives

The 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 for members of Education South West or for Regional Duties in discussion with the full-time official.

The 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. Trade union representatives will give as much notice as possible of the need for such time off and no reasonable request will be denied.

The Academy Trust will seek to ensure that all meetings convened by the Academy Trust or by the Principal and involving trade union representatives take place within their normal working hours.

The Academy Trust will participate in arrangements within the local authority area(s) with regard to trade union facilities time; and agrees both to contribute to pooled funding for time off with pay for trade unions' local officers and to provide time off with pay to any of its employees who undertake trade union duties in that capacity.¹ Education South West already pays into the facilities agreement.

The 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 Academy Trust will permit trade 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.

Other facilities for trade union representatives

The Academy Trust will provide the following facilities to trade union representatives:

reasonable accommodation to hold meetings and to interview members in a confidential manner; confidential access to and reasonable free use of telephone, and email facilities and computing and photocopying facilities;

reasonable access to administrative and secretarial services; secure

office/storage space;

individual notice boards in all staff rooms; space

on the academy intranet;

all relevant documents, including those which provide information as to the structure and allocation of promoted posts applicable to the Academy Trust, the articles of government, the funding agreement and

¹ An example of these arrangements can be found in the model constitution for a Joint Consultative and Negotiation Committee, www.tuc.org.uk/sites/default/files/JNCCModelConstitutionJuly15.pdf

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documents that set out the pay, conditions of service and the regulations of the Academy Trust which apply to the employees of the Academy Trust.

Trade union meetings

The Academy 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 school leader and will not hold such meetings unless the headteacher is first made aware. The Academy Trust 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.

The Academy Trust will allow trade union members to hold and attend such meetings on the premises within their normal working hours, where appropriate to the urgency or nature of the matters to be discussed. Trade union representatives will give as much notice as possible to the Principal when seeking consent for such meetings. The Academy Trust will not unreasonably withhold such consent to such meetings.

Time off for trade union activities

In accordance with the ACAS Code of Practice the Academy Trust will allow, in consultation with Trust leaders, trade union representatives and members reasonable time off with pay 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.² The Academy Trust will allow trade union representatives and members reasonable time off with pay during working hours to attend annual conferences and other policy-making conferences of their trade unions as a delegate and this will in all cases be time off with pay.

Disciplinary action involving trade union representatives

The Academy Trust will not take disciplinary action against a trade union representative until an employed official of that trade union has been consulted. This does not include informal action.

JOINT CONSULTATIVE AND NEGOTIATION COMMITTEE

The Academy 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 genuine commercial confidentiality.

The Academy Trust and the trade unions agree to set up a Joint Negotiation and Consultative Committee (JNCC) consisting of representatives of both sides (see annex 1) to undertake the following functions:

² An example of these arrangements can be found in the model constitution for a Joint Consultative and Negotiation Committee, www.tuc.org.uk/sites/default/files/JNCCModelConstitutionJuly15.pdf

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the provision and sharing of information by the trade unions and the Academy Trust; consultation on employment procedures and working and organisational arrangements; negotiation and agreement on the issues listed below for consideration by the JNCC.

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

The following matters shall, in particular but not exclusively, be considered by the JNCC³:

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 issues relating to the curriculum, behaviour policy etc;

equal opportunities matters.

In regard to these items, the following will apply:

- a) where at the point of transfer national terms and conditions apply, the Academy Trust will employ all staff on the national terms and conditions for school teachers and support staff. These terms may only be amended by mutual agreement as set out in Paragraph 39;
- b) where at the point of transfer terms and conditions apply that have been agreed with all unions, the Academy Trust will employ all staff on the agreed terms and conditions for school teachers and support staff. These terms may only be amended by mutual agreement as set out in Paragraph 39;
- c) where at the point of transfer, terms and conditions apply that have not been agreed with all unions, the Academy Trust will undertake, as part of this Agreement, to reach agreement with all unions on the terms and conditions for school teachers and support staff.

Within each Academy school, the Principal will schedule a termly meeting with workplace trade union representatives, and hold additional meetings as necessary, for the discussion of relevant issues with the purpose of ensuring the effective implementation of new initiatives and ensuring good ongoing relations. Each Academy school will be bound by the provisions, policies and procedures agreed by the Trust JNCC, except where protections under the TUPE Regulations apply.⁴

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

³ A model constitution for a Joint Consultative and Negotiation Committee is available on the TUC website, www.tuc.org.uk/sites/default/files/JNCCModelConstitutionJuly15.pdf

⁴ This optional provision is for use in academy chains to establish arrangements at both Trust-wide and individual academy level. In free-standing academies, and in smaller academy chains where trade unions do not think it necessary to have two-tier arrangements, this provision can be deleted.

CONTRACTUAL POLICY

FAILURE TO AGREE

The Academy 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.

If the Academy Trust and the trade unions cannot reach an agreement, 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 Academy Trust will honour the status quo ante.

[COMMENCEMENT], REVIEW AND VARIATION

[This agreement comes into effect on the following date: date
as appropriate].

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 JNCC.

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 JNCC; or through 12 months' notice of termination from the Academy 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 JNCC 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.

ANNEX 1

Constitution for the Joint Negotiation and Consultative Committee (JNCC)

Title

1. The Committee shall be known as the [Academy Trust] Joint Negotiation and Consultative Committee or [Academy Trust] JNCC.

Purpose of Committee

2. 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 Section 5 of that Agreement and other appropriate matters.

Representation at Meetings

CONTRACTUAL POLICY

3. 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 JNCC meetings.
4. Consultation and negotiation where appropriate will take place through the JNCC. 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 JNCC.
5. Each party shall inform the other party promptly of any changes in representation.
6. Substitute representatives shall be permitted for both parties where necessary but each party shall seek to ensure that its nominated representatives attend all meetings.
7. Each party shall be entitled to be accompanied by an adviser with speaking rights.
8. 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.
9. The office of Chair will rotate annually between the Trust and the Trade Union Team. The other Team will provide a Vice-chair.

Meetings

10. Each party shall nominate a Secretary 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.
11. Meetings shall be held at least once a term. A calendar of meetings for the calendar year shall be drawn up no later than at the last meeting of the previous calendar year. 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.
12. Special meetings shall be held where either the Trust or Unions submits a request in writing. 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.
13. Each party shall be entitled to a pre-meeting prior to the meeting in order to discuss the business on the agenda.
14. The quorum for all meetings shall be 2 of the Trust representatives and 3 of the Union representatives.
15. Administrative support to the JNCC shall be provided by the Trust. The draft minutes of all meetings shall be circulated to both Secretaries for agreement no later than ten working days after the meeting. That the agreed minutes of all meetings shall be submitted to the Board of Directors and Local Governing Bodies of the Trust and its Academies for information.