



Trade Union Recognition Agreement

Version 3.1

<p>Important: This document can only be considered valid when viewed on the Trust website. If this document has been printed or saved to another location, you must check that the version number on your copy matches that of the document online.</p> <p>Name and Title of Author:</p>	<p>Lisa Longstaff, Director of People</p>
<p>Name of Responsible Committee/Individual:</p>	<p>Resources and Finance Committee/Trust Board</p>
<p>Implementation Date:</p>	<p>Summer Term 2024</p>
<p>Review Date:</p>	<p>Summer Term 2027</p>
<p>Target Audience:</p>	<p>TEAL's recognised Trade Unions</p>
<p>Related Documents:</p> <p>All TEAL policies and procedures referred to are located on the TEAL website, www.theeducationalliance.org.uk.</p> <p>If English is not your first language, and you require assistance/translation, please contact the HR Department.</p>	<p>TUC Model Agreement for Academies in England</p>

INTRODUCTION

TEAL is here to make great schools and happier, stronger communities so that people have better lives. TEAL does this by:

- Always doing what is right
- Trusting in each other and standing shoulder to shoulder
- Doing what we know makes the difference

Doing what is right means always acting with integrity, in the interests of others and being honest, open, and transparent.

In accordance with the TUPE Regulations, trade union recognition rights are automatically transferred over when a maintained school becomes an academy.

PARTIES, COVERAGE AND DEFINITIONS

The following trade unions are covered by this agreement:

- the teacher unions (NAHT, NASUWT, NEU and ASCL) and the unions representing support and other professional school staff (GMB, UNISON and Unite).

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

- teaching staff (NAHT, NASUWT, NEU and ASCL);
- support and other professional school staff (GMB, UNISON and Unite).

3. Throughout this agreement, the following definitions apply:

- “TEAL/the trust” means the governing body responsible for the running of the Education Alliance and other persons or bodies having responsibility for the management of the Education Alliance, including the Trust Board and its committees, the Executive Team, Headteachers and Local Governing Bodies;
- “The trade unions” means the recognised trade unions as listed above.

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;
- good practice regarding 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 TEAL must meet in accordance with the TUPE regulations.

The trade unions recognise that it is TEAL's responsibility to plan, organise and manage the delivery of education to the pupils in TEAL. In turn, TEAL recognises the trade unions' right to represent and protect the interests of their members employed in TEAL's schools, both individually and collectively.

TEAL believes that representative trade unions help ensure good employee relations. TEAL will encourage employees to become union members and will inform new appointees of their right to join a trade union. TEAL will provide the trade unions with the names and work locations of new appointees, including trainee teachers.

TEAL 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 TEAL 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. TEAL will not decline to recognise appointed trade union representatives as well as any other elected/appointed representative roles within the recognised trade unions.

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.

TEAL 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

TEAL 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.

TEAL will make arrangements for the deduction and transfer of union subscriptions through payroll.

TEAL 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. TEAL 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. TEAL will seek to ensure that all meetings convened by the trust involving trade union representatives take place within their normal working hours.

TEAL will participate in arrangements within the local authority areas 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.

TEAL 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. TEAL 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.

TEAL 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 technology (e.g. telephone, computer, and photocopying facilities);
- reasonable access to administrative services;
- secure office/storage space;
- individual notice boards in all staff rooms;
- space on TEAL's website;
- all relevant documents, including policies, procedures, vacancies, the articles of government, the funding agreement and documents that set out the pay, conditions of service and the regulations of the trust which apply to the employees of TEAL.

TRADE UNION MEETINGS

TEAL 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 relevant Headteacher. TEAL 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.

TEAL 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 Headteacher when seeking consent for such meetings. TEAL will not unreasonably withhold such consent to such meetings.

TIME OFF FOR TRADE UNION ACTIVITIES

In accordance with the ACAS Code of Practice, TEAL 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 will in all cases be time off with pay.

DISCIPLINARY ACTION INVOLVING TRADE UNION REPRESENTATIVES

TEAL will not take disciplinary action against a trade union representative until an employed official of that trade union has been consulted with the consent of the representative involved.

JOINT CONSULTATIVE AND NEGOTIATION COMMITTEE

TEAL 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 where confidentiality is required.

TEAL and its recognised trade unions have established a Joint Consultative and Negotiation Committee (JCNC) consisting of representatives of both sides to undertake the following functions:

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

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

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

- 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.

When schools convert and join TEAL, the trust will protect terms and conditions for teaching and associate staff, as required under TUPE, unless specified otherwise via a Measures Letter.

TEAL schools that employ workplace trade union representatives will schedule a termly meeting with their 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.

TEAL schools are bound by trust provisions, policies, and procedures, many of which are considered at the JCNC.

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

FAILURE TO AGREE

TEAL 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 TEAL 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, TEAL will honour the status quo ante.

REVIEW AND VARIATION

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 JCNC, and during any review and discussions relating to varying the agreement, TEAL will honour the status quo.

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 TEAL 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 JCNC 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.

Appendix of policy updates following each review

July 2024

The TUC model agreement for academies has been used as the basis for the Trade Union Recognition Agreement. Trade unions requested that we commit, within the agreement, that we apply the national agreements and documents (e.g. School Teachers' Pay and Conditions Document, the Burgundy Book and the Green Book), however, MATs are not required to adhere and there are occasions where we have not followed national guidance/agreements and the trade unions have accepted this (e.g. teacher pay scale and removal of performance related pay). I have therefore not added this commitment to the agreement. Whilst the terms of reference for the RFC advise that the committee can approve this agreement, as it has changed quite significantly, the committee may prefer to review and recommend to the Board.