



Trade Union Recognition Agreement

Version 1.4

<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 HR and Governance</p>
<p>Name of Responsible Committee/Individual:</p>	<p>Trust Board</p>
<p>Implementation Date:</p> <p>All Trust policies and procedures referred to are located on the trust 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>November 2021</p>
<p>Review Date:</p>	<p>November 2023</p>
<p>Target Audience:</p>	<p>The Trust's recognised Trade Unions</p>

INTRODUCTION

We are here to make great schools and happier, stronger communities so that people have better lives. We do 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.

The success of the organisation relies on the commitment, loyalty, creativity and courage of our outstanding workforce, which is delivered through a shared passion for teaching and learning, high aspirations for pupil learning, with each individual continually developing and growing professionally in an ever-changing environment. The Education Alliance (the 'trust') aims to recruit talented employees, provide them with the resources and freedom to perform at their best, encourage them to share best practice, innovate and collaborate, and engage them in taking actions which result in the trust making great schools and happier communities so that people have better lives.

The trust's culture is one of respect, honesty and high aspiration. Staff and pupils inspire each other and they work and study in an environment, which enables everyone to flourish and perform at their best.

We are genuinely committed to engaging with our people, encouraging involvement in decisions, changes and developments. We have established a trade union forum at which all our recognised trade unions are invited. We meet regularly throughout the academic year to ensure we have ongoing discussions regarding our people and this agreement sets out the framework for our relationship with our trade unions. We believe that representative trade unions help ensure good employee relations and we encourage employees to become union members.

Purpose

The purpose of this agreement is to provide a framework for the trust and its recognised trade unions to work together. This agreement details union recognition alongside a jointly agreed approach to consultation and negotiation. The trust and its recognised trade unions understand the employer's right to plan, organise and manage activities according to the strategic plan and objectives of the trust. In turn, the trust recognises the right of its recognised trade unions to recruit and represent the interests of their members, which may involve holding meetings on site. The trust views its workforce as its most valuable resource and this agreement acknowledges that in working together the aim of all parties is to ensure the trust continues to deliver high quality educational provision for its pupils through recruiting, developing, supporting, deploying, rewarding and recognising employees in a fair, equitable, sustainable way.

The trust recognises that, in accordance with TUPE Regulations, trade union recognition rights for recognised trade unions are automatically transferred over when a school transfers into the trust.

All parties signing up to this agreement pledge to work together constructively with a view to reaching joint agreements, which are acceptable to their respective constituents. The trust and its recognised trade unions declare a commitment to maintaining good industrial relations and agree to make every effort to resolve any difficulties, which may arise, and to ensure this agreement is effective. The signatories of this agreement agree that it is in their mutual interest to work productively together and are committed to:

- Harmonious, respectful, professional working relationships
- Effective communication
- Participation and involvement of staff
- Effective and prompt resolution of issues and disputes
- Joint working on locally designed terms and conditions as well as consideration of the interpretation, agreement and implementation of nationally agreed terms and conditions, including pay
- Healthy employee relations and the fair treatment of staff
- Equal opportunities in employment
- Arrangements for discussion of professional issues concerning teaching and learning
- Avoidance of disputes
- Supporting a culture of high aspiration underpinned by appropriate learning and development opportunities, guidance, advice and support
- Engaging employees in matters relating to employment relations and teaching and learning

The trust achieves its strategic and operational objectives through its people and we promise our people that they will be supported, encouraged, respected and provided with an enjoyable and rewarding working environment. The trust is dedicated to developing, growing and retaining our talented people. We are a values driven organisation, offering autonomy, flexibility, collaboration, shared learning and development, opportunities for innovation, personal and professional growth and community accountability. We recognise the challenge our people face in achieving a healthy working life and we are committed to working with our recognised trade unions to clarify workload expectations, supporting staff to achieve a healthy work-home balance. This commitment is genuine and sincere and it applies to everyone in the trust.

For the purposes of this agreement, the term 'trade union representative' means appropriately elected, trained and accredited trade union representatives.

Recognition

The following Trade Unions are recognised both nationally and by The Education Alliance:

- Association of School and College Leaders (ASCL)
- National Education Union (NEU)
- National Association of Head Teachers (NAHT)
- National Association of Schoolmasters Union of Women Teachers (NASUWT)
- GMB
- UNITE
- UNISON

- Voice

Framework

Nationally, consultation and negotiation takes place through the Department for Education for Teachers and the National Joint Council for Associate Staff. The Education Alliance has a Trade Union Forum, which we refer to as the joint consultation and negotiation committee (JCNC) and the membership of that group and its associated committees is representative, fair and reasonable. The trust's Trade Union Forum meets at least 5 times per year. The trust is committed to working with its recognised trade unions when developing and reviewing approaches to terms and conditions and associated pay frameworks. Such discussions will include the interpretation and application of national agreements. In addition to this, Section 3 of the Green Book is open to local negotiation and the trust and the JCNC will work together to review Section 3 related agreements as the need arises.

The trust will consult with its recognised Trade Unions on the following:

- Pay frameworks
- Terms and conditions of employment
- Policies and procedures
- Health, safety and welfare of staff (including workload)
- Professional duties, standards and expectations
- Equality, diversity and inclusion
- Organisational change
- Staff amenities

This agreement will be reviewed regularly (at least every two years) to ensure it meets legal, statutory, national and local requirements.

The signatories of this agreement recognise the employees' statutory right to be represented by a trade union or work colleague of their choice for matters relating to the trust's disciplinary and grievance procedures, organisational change and redundancies. It extends this right to include matters relating to the trust's Capability Policy and Procedure and Health and Wellbeing Policy and Procedure. To this end, the trust agrees to share this agreement with its people and encourages membership of a recognised Trade Union. Where staff are in a union, they will be encouraged to seek support from an elected trade union representative.

If the Trust and the trade unions are negotiating and cannot reach agreement, either party can propose that the matter is referred to the Advisory, Conciliation and Arbitration Service (ACAS). For the matter to progress to ACAS, both parties must agree that a referral shall be made.

Trade Union Facilities

The Trust agrees to provide appropriate facilities to trade union representatives and members in order to enable them to discharge their duties and undertake trade union activity, facilitating effective communication and consultation with employees and their representatives as set out in this agreement.

Trade union representatives will be elected by the membership of their union in accordance with the rules of the individual trade unions and their respective trade unions will inform the Director of HR and Governance in writing of the names of the trade union representatives working directly with the trust.

The number of trade union representatives elected shall be a matter for each union and shall be reasonable.

The trust will work with its recognised trade unions, promoting recognised trade unions and ensuring that no trade union representative suffers any detriment resulting from their role as a trade union representative.

The trust recognises the statutory right of trade union representatives to reasonable time off with pay for the purpose of carrying out trade union duties. The trust will seek to negotiate with recognised trade unions reasonable facility time agreements including relevant local authority pooled facility time arrangements to ensure it has access to local trade union representatives. The trust is committed to paying into the relevant Local Authority trade union facility arrangements. The trust will not unreasonably withhold appropriate time off with pay, in particular time off for representatives to attend meetings convened by the trust; consultation with regional representatives; reasonable time off for representatives to attend essential training and development and annual conferences. Such time off with pay will normally be during normal working hours within the trust. Trade union representatives will give as much notice as possible of the need for time off to undertake union duties and no reasonable request will be refused. The trust will also endeavour, wherever possible, to provide trade union representatives with reasonable accommodation to hold meetings; reasonable access to and free and confidential use of telephone, and reasonable access and free use of email and computer facilities, including photocopying facilities. The trust will, if requested, provide local representatives with secure storage, access to notice boards in staff rooms and space on its school's intranet sites.

The trust will, wherever possible, support secondment arrangements whereby a member of staff submits a request to be released to fulfil union duties (e.g. where a member of staff has been offered a secondment to take on local trade union responsibilities). Such arrangements will be agreed for an academic year.

The trust will not take disciplinary action against a trade union representative until an employed official of their respective trade union has been consulted (unless the representative refuses to give their consent).

The trust will make arrangements for the deduction and transfer of union subscriptions through payroll for Trade Unions requiring such facilities.

Signed on behalf of The Education Alliance

Name (printed):

Signature:

Date:

Signed on behalf of NEU

Name (printed):

Signature:

Date:

Signed on behalf of ASCL

Name (printed):

Signature:

Date:

Signed on behalf of GMB

Name (printed):

Signature:

Date:

Signed on behalf of NAHT

Name (printed):

Signature:

Date:

Signed on behalf of NASUWT

Name (printed):

Signature:

Date:

Signed on behalf of UNISON

Name (printed):

Signature:

Date:

Signed on behalf of UNITE

Name (printed):

Signature:

Date:

Signed on behalf of Voice

Name (printed):

Signature:

Date: