

Trade Union Recognition Agreement

The Greenshaw Learning Trust and the signatory trade unions are committed to working together with the Trust workforce to consult and negotiate where appropriate about terms and conditions and other matters relevant to the employment of teaching and support staff within the Trust.

Applicability

This Trade Union Recognition Agreement applies to the Greenshaw Learning Trust as a whole and to all the schools and service units in the Trust, and to all employees of the Trust and its schools.

Approval and review

The responsible officer of the Greenshaw Learning Trust is the GLT Head of HR: Jenny Cain, 07557 303 896

The Agreement may be reviewed in accordance with the terms of the Agreement.

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INTRODUCTION

Greenshaw Learning Trust (the “Trust”) and the signatory trade unions are committed to working together with the Trust workforce to consult and negotiate about terms and conditions and other matters relevant to the employment of teaching and support staff within the Trust.

1. Greenshaw Learning Trust currently employs staff on the national terms and conditions for School Teachers and Support staff (the STPCD, the Burgundy Book agreement and the NJC Green Book agreement), and will not move away from these arrangements without negotiation under the terms of this Agreement.

PARTIES, COVERAGE AND DEFINITIONS

2. The following trade unions are covered by this Agreement and are recognised exclusively for the purpose of collective bargaining over pay and conditions of employment of staff in the Greenshaw Learning Trust:

- the teacher unions (ASCL, ATL, NASUWT, NAHT, and NUT) and the unions representing support and other professional school staff (GMB, UNISON and Unite);
- [other trade unions as may be agreed by the signatories of this agreement].

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

- teaching staff (ASCL, ATL, NASUWT, NAHT, and NUT);
- support and other professional staff (GMB, UNISON and Unite);
- [other categories of staff as may be agreed by the signatories to this Agreement].

4. Throughout this Agreement, the following definitions apply:

- “The Trust” is the whole organisation, the schools and the Trust central services.
- “The Trade Unions” means the recognised trade unions as listed above.
- “Trade Union Representative” means a representative appointed to represent Trust staff under the terms of this Agreement.
- “Headteacher / GLT Head of HR” means the Headteacher with regard to school staff or the GLT Head of HR with regard to Trust central staff or for Trust-wide matters.

PRINCIPLES AND OBJECTIVES

5. 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.

6. This Agreement is intended to promote and assist in the establishment and agreement of:

- consultation and negotiation with an aim to reach agreement on 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; and
- will include informing and engaging staff and their representatives on issues and planned changes concerning teaching and learning, the curriculum, behaviour policy, training & CPD.

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

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

9. The Trust believes that representative trade unions help ensure good employee relations and will provide their employees with up to date information on local trade union contacts during induction.

10. 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.

TRADE UNION REPRESENTATIVES

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

12. Trade union representatives will be appointed in accordance with the rules of the individual trade unions concerned. The trade unions will inform the GLT Head of HR in writing of the names of their appointed representatives.

13. A trade union representative may represent Trust employees in other Trust schools.

14. The numbers of trade union representatives appointed shall be a matter for each trade 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.

15. An appointed trade union representative may be an employed official or local representative of the trade union, in accordance with Trust policies statute and ACAS.

16. 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.

FACILITIES FOR TRADE UNION REPRESENTATIVES

17. The Trust agrees to provide appropriate facilities to trade union representatives 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 as set out in this Agreement.

18. The Trust will make arrangements for the deduction and transfer of union subscriptions through payroll where requested.

Time off with pay for trade union representatives

19. 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.

20. The 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 reasonable notice of the need for such time off. No reasonable request will be declined.

21. The Trust will where practical participate in local pooled funding arrangements with regard to trade union facilities time.

22. The Trust will seek to ensure that all meetings convened by the Trust or by Headteachers / GLT Head of HR and involving trade union representatives take place within their normal working hours.

23. The 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 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.

24. Agreement to requests for time off will be balanced with the needs of the Trust and the impact on the education of students, but will not be unreasonably refused.

Other facilities for trade union representatives

25. The 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, fax and email facilities and computing and photocopying facilities;
- secure office / storage space;
- individual notice boards in all staff rooms;
- reasonable space on the academy and / or Trust intranet as appropriate;
- all relevant documents, including those which provide information as to the structure and allocation of promoted posts applicable to the Trust, 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 the Trust.

Trade union meetings

26. The Trust will allow trade union members to hold meetings on Trust premises outside their normal working hours, including at lunchtimes and immediately following the end of the school day. The trade unions will give reasonable notice of such meetings to the Headteacher / GLT Head of HR. The 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

27. The Trust will allow trade union members to hold and attend such meetings on Trust 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 / GLT Head of HR when seeking consent for such meetings. The Trust will not unreasonably withhold such consent to such meetings.

Time off for trade union activities

28. 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 will in all cases be time off with pay.

Disciplinary action involving trade union representatives, not including safeguarding issues.

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

JOINT CONSULTATIVE AND NEGOTIATION COMMITTEE

30. The 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 organisational confidentiality.

31. The Trust and the trade unions agree to set up a Joint Consultative and Negotiation Committee (JCNC) consisting of representatives of the Trust and the Trade Unions to undertake the following functions:

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

32. The Constitution of and arrangements for the JCNC will be as set out at Appendix A.

33. Before implementing changes in employment policies and procedures and working and organisational arrangements, the Trust will undertake consultation and negotiation with Trade union representatives through JCNC.

34. 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.

Within each school, the Headteacher will meet regularly with workplace trade union representatives, and hold additional meetings as necessary, for the discussion of relevant school-based issues with the purpose of ensuring the effective implementation of new initiatives and ensuring good on-going relations. Each school will be bound by the provisions, policies and procedures agreed by the Trust JCNC, except where TUPE Protection regulations apply.

35. The Trust will inform full time officials of the recognised unions, in advance, of the commencement of the following:

- Proposed redundancies.
- Proposed restructures affecting pay, location and/or hours.
- Proposed transfers of employment.

36. The Trust 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

37. 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.

38. Any matter not agreed on can be referred to the GLT Head of HR or Director of Resources who can arrange a meeting with representation from trade unions as soon as possible.

39. If the 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.

40. In respect of school-based disputes pertinent to matters within one school only the matter will, be dealt with under the Trusts collective disputes procedure.

41. Whilst these procedures are being followed the Trust will honour the status quo ante.

COMMENCEMENT, REVIEW AND VARIATION

42. This Agreement comes into effect on the following date: [DATE].

43. 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.

44. Any individual trade union or the Trust may withdraw from the agreement giving 12 months' notice of withdrawal. Should notice be given the services of ACAS should be engaged with a view to conciliation.

45. The Agreement itself may be terminated at any time on the agreement of all parties following discussion as an agenda item at a quorate meeting of the JCNC.

Appendix A

CONSTITUTION FOR THE JOINT CONSULTATIVE AND NEGOTIATING COMMITTEE (JCNC)

Title

1. The Committee shall be known as the 'Joint Consultative and Negotiating Committee' or 'JCNC'.

Purpose of Committee

2. The Committee has been established in support of the Principles and Objectives listed in section 3 of this Recognition Agreement, and in order for the Trust side to consult and negotiate with the Trade Union side on the matters listed in section 6 of this Agreement and other appropriate matters.

Representation at Meetings

3. The composition of the Trust side is the prerogative of the Board of Trustees but there will be an expectation that there will be regular attendance by the appropriate senior Trust officials at all JCNC meetings.
4. At a Trust-wide level, consultation and negotiation on terms and conditions issues will take place through the JCNC Sub groups may sometimes meet to discuss issues which only affect teachers or support staff or groups of schools.. These sub groups will only be formed by joint agreement and will report back to the full JCNC.
5. The membership of each side shall be determined annually. Each side shall inform the other side promptly of any changes in representation.
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. Each side shall be entitled to be accompanied by an adviser with speaking rights.
8. The Trust will chair each meeting.

Meetings

9. Each side shall nominate a Secretary who shall be responsible for liaising with the Secretary of the other side on matters such as dates of meetings, agreement of agendas and draft minutes, issuing invitations, agendas and papers to JCNC members etc.
10. The JCNC will meet once a term (3 times a year) or where appropriate with a prepared agenda.
11. The Secretaries will agree and circulate an agenda to all members of the JCNC at least 10 working days in advance of the meeting.
12. Special meetings shall be held where either the 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 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 side shall be entitled to a pre-meeting prior to the meeting in order to discuss the business on the agenda.

13. The JCNC meeting will be deemed to be quorate if one Teaching Union Representative, one Support Staff Union Representative and either the GLT Director of Resources or GLT Head of HR are present.
14. Following the meeting, minutes will be sent to both Secretaries to check for accuracy no later than ten working days after the meeting. The minutes thus agreed shall be circulated to all members of the JCNC and to the Board of Trustees for information.
15. Administrative support to the JCNC shall be provided by the Trust.

The Agreement was agreed by:

Signed on behalf of the Greenshaw Trust	Name: Position: Date
Signed on behalf of ASCL	Name: Position: Date
Signed on behalf of ATL	Name: Position: Date
Signed on behalf of GMB	Name: Position: Date
Signed on behalf of NAHT	Name: Position: Date
Signed on behalf of NASUWT – The Teachers’ Union	Name: Position: Date
Signed on behalf of NUT	Name: Position: Date
Signed on behalf of Unison	Name: Position: Date
Signed on behalf of Unite The Union	Name: Position: Date