



GREENWOOD ACADEMIES TRUST

The Greenwood Academies Trust Trade Union Agreement

Trade union/Professional organisation recognition and arrangements for consultation and negotiation

REVIEW PROCESS	
Policy Number	HR 11
First Written	September 2009
Review Cycle	Every 2 years
Reviewed	November 2013
Next Review	November 2015

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INTRODUCTION

Our vision is to become the leading Academy Sponsor raising standards in areas of social and economic deprivation and/or educational underachievement. We seek to create a culture where our pupils and employees can learn develop and thrive. Our employees will be highly skilled and motivated, supporting pupils, families and communities by delivering outstanding educational opportunities and outcomes.

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 The Greenwood Academies Trust (GAT) 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

1. The following trade unions are covered by this agreement:

- Association of Teachers and Lecturers (ATL)
- National Association of Head Teachers (NAHT)
- Association of School and College Leaders (ASCL)
- National Association of Schoolmasters /Union of Women Teachers (NASUWT)
- National Union of Teachers (NUT)
- General, Municipal, Boilermakers and Allied Trade Union (GMB)
- UNISON
- UNITE the union

STRUCTURE FOR CONSULTATION AND NEGOTIATION

2. Consultation will take place at two levels:

- At a national level, consultation and negotiation on terms and conditions issues will take place through the Recognised Union Committee (RUC). Each academy will follow the national terms and conditions agreed by the RUC.
- At an Academy level or a group of Academies consultation will take place between the Executive Principal and Principal, with local trade union representatives. This may include formal and informal meetings on operational issues affecting staff. These meetings would form part of the published academy calendar at least one per term.

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3. Throughout this agreement, the following definitions apply:

“The academy” means representatives of Greenwood Academies Trust having responsibility for the management of a single or multiple academies, including free schools.

“The trade unions” means the recognised trade unions as listed above. For the purposes of this agreement, the term includes workplace representatives, health and safety representatives and learning representatives.

PRINCIPLES AND OBJECTIVES

4. 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

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

- Jointly agreed pay and conditions of employment;
- Effective and prompt resolution of issues and disputes;
- Effective communication;
- Participation and involvement of staff; and
- Good practice with regard to matters of employment and health and safety etc.
- Equal opportunities

6. GAT and the trade unions declare their commitment to maintaining good employee relations and agree to make every effort to resolve any difficulties which may arise and to ensure that this agreement is effective.

7. The trade unions recognise that it is the individual academy’s responsibility to plan, organise and manage the delivery of education to the pupils at the academy.

8. In turn, the GAT recognises the trade unions’ right to represent and protect the interest of their members employed in the academy both individually and collectively. Trade unions will normally come together to make a joint approach to the resolution of any issues; however, a trade union may opt to operate independently at any time if it deems appropriate.

9. GAT believes that representative trade unions help ensure good employee relations. GAT will encourage employees to become union members, and will inform new appointees of their right to join a trade union. This is currently done as part of the contract of employment.

10. In the event of disputes within a single academy, a group of academies or at a Trust level all parties involved will seek to resolve these at the earliest possible stage through the use of agreed procedures and through the use of consultation or negotiation (as appropriate), rather than any form of unilateral action which will normally not occur unless and until the agreed procedures are exhausted.

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UNION ORGANISATION REPRESENTATIVES

- Trade union representatives will be appointed in accordance with the rules of the individual trade unions concerned. The trade unions will inform, within three weeks, GAT Human Resources Directorate and the individual academies of the names of their appointed representatives.
11. 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. GAT will not decline to recognise appointed trade union representatives.
12. Trade union members shall be entitled to be represented by employed officials or local representatives of the trade union, where the trade union considers this to be necessary in the circumstances.
13. GAT undertakes that no trade union representative will suffer any disadvantage as a result of undertaking this role on behalf of trade union members.

FACILITIES FOR UNION REPRESENTATIVES AND MEMBERS

14. GAT agrees to provide appropriate facilities to trade union representatives and members in order to enable them to:
- (a) discharge their union duties,
 - (b) undertake trade union activity,
 - (c) facilitate the objectives of effective communication,
 - (d) Trade union time off,
 - (e) consultation with employees and their representatives set out in this agreement.

TIMEOFF WITH PAY FOR UNION REPRESENTATIVES

15. GAT 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 purposes of carrying out trade union duties, subject to reasonable notice to the academy to arrange cover. The trade unions will provide appropriate notice to the Principal and GAT HR to allow cover to be in place.
16. GAT 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 five days of notice for time off. Trade unions agree to take account that in some cases requests may have to be declined due to operational needs of the Trust for example Examination Board\Ofsted visits.
17. GAT and individual academies will seek to ensure that all meetings convened by individual academies and involving trade union representatives take place within their normal working hours.

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18. GAT will seek to participate in arrangements within local authority areas with regard to time off with pay for any employees who are local or national trade union officers and will, subject to the provision of adequate funding by the local authority, permit reasonable time off with pay for trade union duties undertaken in that capacity. This will be subject to an annual review depending on funding.

19. GAT and 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. GAT will permit trade union representatives reasonable time off, on request, with pay to attend relevant training courses run by their trade unions or by other appropriate bodies.

20. GAT and its individual academies will provide the following facilities to trade union representatives:

- Reasonable accommodation to hold meetings and to interview members in a confidential manner;
- Notice board space within academies, confidential access to and reasonable free use of telephone, fax and e-mail facilities and computing and photocopying facilities (subject to GAT acceptable use policies);
- Relevant documents relating to, for example, staff structure, policies and procedures;
- Access to relevant business and financial information to enable trade unions to fulfil their duties to meet the requirements of the Information and Consultation of Employees Regulations (ICE Regs).

The trade unions agree to treat information with sensitivity in cases of genuine commercial confidentiality.

UNION MEETINGS

21. GAT or individual academies will not refuse to allow trade union members to hold meetings on the premises outside their normal working hours, including at lunchtime and immediately following the end of the pupil day. The trade unions will give reasonable notice of such meetings to the academy. The academy will not unreasonably 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 unions at such meetings.

TIME OFF FOR UNION ACTIVITIES

22. GAT or individual academy will not refuse to allow trade union representatives 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. GAT will allow reasonable time off for trade union representatives to attend annual conferences and other policy-making conferences of their trade unions as a delegate. The trade unions will provide appropriate notice to the Principal and GAT HR to allow cover to be in place.

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DISCIPLINARY ACTION INVOLVING TRADE UNION REPRESENTATIVES

23. GAT will not take disciplinary action against a trade union representative until an employed official of that trade union has been informed.

RECOGNISED UNION COMMITTEE

24. GAT and the trade unions agree to set up a Recognised Union Committee (RUC) consisting of representatives of both parties to undertake the following functions:

- The provision and sharing of information by the trade unions and GAT;
- Consultation on employment procedures and working and organisational arrangements;
- Negotiation and agreement on those issues requiring this, for example terms and conditions.

25. Before implementing any changes in employment procedures, working and organisational arrangements, GAT will undertake consultation with trade union representatives through the RUC. (Structural and staffing issues involving individual academies will be dealt with through the Academy and local trade union representatives.)

26. Matters that may be dealt with through the RUC include, but not exclusively:

- Negotiating arrangements and procedures;
- Terms and conditions of employment;
- Staffing and pay structures (unless specific to individual academies in which case will be dealt with through local negotiating machinery);
- Employment policies, staff training and development, operational issues affecting the prospects of staff;
- Time off arrangement for trade union duties
- Matters of health and safety.

27. In regard to these items GAT will continue to follow national or local terms and conditions for teachers and support staff and will consult on any proposed changes.

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

29. The constitution and procedural agreement governing the RUC is attached to this agreement as an Annex.

FAILURE TO AGREE

30. GAT 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.

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31. If GAT 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.

COMMENCEMENT, REVIEW AND VARIATION

This agreement comes into effect on the following date: 12 November 2013

32. 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 RUC.

33. 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 RUC; or through 12 months' notice of termination from GAT 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 RUC 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 six months' notice of withdrawal.

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ANNEX 1

CONSTITUTION FOR THE RECOGNISED UNION COMMITTEE (RUC)

The Committee shall be known as the Recognised Union Committee or RUC Consultation will take place at two levels:

- At a national level, consultation and negotiation on terms and conditions issues will take place through the Recognised Union Committee. Each Academy will follow the terms and conditions agreed by the RUC.
- At an Academy level consultation will take place, where necessary and appropriate, with local trade union representatives. This may include, for example, issues relating to restructuring and Academy health and safety.

“The trade unions” means the recognised trade unions as listed above. For the purposes of this agreement, the term includes workplace representatives, health and safety representatives and learning representatives.

Matters that may be dealt with through the RUC include, but not exclusively:

- Negotiating arrangements and procedures;
- Time off arrangement for trade union duties;
- Staffing and pay structures (unless specific to individual academies in which case will be dealt with through local negotiating machinery);
- Employment policies, staff training and development, operational issues affecting the prospects of staff;
- Matters of health and safety.

PURPOSE

The RUC has been established in support of the principles and objectives listed above, and in order to consult and negotiate on the matters listed in the Agreement and other appropriate matters.

REPRESENTATION AT MEETINGS

1. GAT will be represented by the Chief Executive, HR Directorate and other GAT members of staff as required dependent on the agenda.
2. Negotiation and consultation on terms and conditions issues will take place through the RUC. 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 RUC.
3. Advisers with speaking rights can accompany GAT and trade unions. The RUC may co-opt or allow any sub group to co-opt such persons with special knowledge, not being members of the RUC, provided that person so co-opted serves only in a consultative and non-voting capacity.

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4. The membership of the RUC will be determined annually. Trade Union shall inform GAT promptly of any changes in representation.
5. Substitute representatives shall be permitted where necessary but all parties shall seek to ensure that its nominated representatives attend all meetings.

MEETINGS

6. Each party shall nominate a Secretary who shall be responsible for liaising with GAT and the Unions on matters such as dates of meetings, agreement of agendas and draft minutes, issuing invitations and agenda to members, etc.
7. Meetings shall be held as required but with at least one per term. 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
8. Special meetings shall be held where either party submits a request in writing to the other, such meetings not to be unreasonably refused.
9. Trade Unions will be entitled to a pre-meeting prior to the meeting in order to discuss the business on the agenda.
10. The quorum for all meetings shall be three members of GAT and three members of the Trade Unions one of which must be a representative of support staff.
11. Administrative support to the RUC shall be provided by GAT. The draft minutes of all meetings shall be circulated to both Secretaries for agreement.

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