



# TRADE UNION RECOGNITION AGREEMENT

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## REVISIONS

Version	Page/ Item No.	Description of Change	Approved On
1.0		First approval	15.10.2020
1.1	P.3/5.5	Addition of 'wherever possible'	13.10.2022
	P.6/8	Addition of 'Capability' to section heading	
1.2	p.1	Addition of VOICE and UNITE unions	12.10.2023
	p.3/5.2	Amended to include recognition of multiple representatives in a range of roles.	
	p.4/6.2.2	Amendment to recognise free reasonable use of resourcing to support the role.	
	p.5/7.3.2	Inclusion of reference to Direct Time Budgets.	
	p.6/7.4.6-8	Section moved from 8.O	
	p.6/8.O	Amended to general 'Right to Representation'	
	p.8/Appendix 3.1	Amended arrangements for agreeing JCC agendas	

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## RECOGNITION and PROCEDURAL AGREEMENT

between

Own Trust

and in consultation with

### Teaching Staff:

NEU

NAHT

NASUWT

### Support Staff:

ASCL

VOICE

UNITE

GMB

UNISON

## 1. DEFINITION OF TERMS

In this Agreement: -

The School	refers to any school within OWN Trust
The Trust	refers to OWN Trust
The Unions	refers to the trade unions listed above
Staff	refers to all employees of OWN Trust and its schools
Representatives	refers to employees of any school within OWN Trust who are elected by their Unions to represent the Union members employed in the Trust.

## 2. COMMENCEMENT DATE

**This Agreement commences on 1 March 2019.**

## 3. OBJECTIVES

- 3.1. In drawing up this agreement, OWN Trust and the Unions have a common objective in ensuring the long-term efficiency and success of the Trust and its schools for their mutual benefit and the benefit of the community they serve.
- 3.2. The purpose of this agreement is to determine trade union recognition and representation within the schools and establish a framework for consultation and collective bargaining. Both parties are committed to working together in a spirit of mutual confidence, partnership and co-operation to achieve fairness and equality in the treatment of staff.
- 3.3. The parties have identified common objectives they wish to pursue and achieve. These are:
  - 3.3.1. to ensure that employment practices in OWN Trust and its schools are conducted to the highest possible standards;
  - 3.3.2. to enhance effective communication with all staff throughout OWN Trust and its schools;
  - 3.3.3. to achieve greater participation and involvement of all members of staff on the issues to be faced in running and developing OWN Trust and its schools;
  - 3.3.4. to ensure that equal opportunities are offered to staff or prospective staff and that the treatment of staff will be fair and equitable in all matters of dispute.

#### **4. GENERAL PRINCIPLES**

- 4.1. OWN Trust and the Unions accept that the terms of this agreement are binding in honour upon them but do not constitute a legally enforceable agreement.
- 4.2. The Unions recognise OWN Trust's responsibility to plan, organise and manage the work of the schools in order to achieve the best possible results in pursuing its overall aims and objectives.
- 4.3. OWN Trust recognises the Unions' right to protect and advance its members' interests and to work for improved terms and conditions of employment for them.
- 4.4. OWN Trust and its schools encourage employees to join an appropriate trade union recognised by this agreement and will bring this to the attention of new staff.
- 4.5. OWN Trust and the Unions recognise their common interest and joint purpose in furthering the aims and objectives of each school and in achieving reasonable solutions to all matters which concern them. Both parties declare their commitment to maintain good employment relations.
- 4.6. OWN Trust and the Unions accept the need for joint consultation and collective bargaining in securing their objectives. They acknowledge the value of up to date information on important changes which effect employees of the Trust.

#### **5. UNION REPRESENTATION**

- 5.1. OWN Trust recognises the Unions listed in this agreement as the sole bodies with which it will consult and conduct collective bargaining in those matters identified in Clause 7.3 of this agreement.
- 5.2. OWN Trust accepts that the Unions' members will elect representatives in accordance with their Unions' rules to act as their spokespersons in representing the interests of their members. For the purposes of this agreement the term 'Trade Union Representative' includes, but is not limited to, Trust/workplace representatives, health and safety representatives and learning representatives.
- 5.3. The Unions agree to inform OWN Trust and its schools of the names of all elected representatives in writing within ten working days of their election and to inform the schools in writing of any subsequent changes, each time within five working days of the change having taken place.
- 5.4. OWN Trust recognises that Union representatives fulfil an important role and that the discharge of their duties as Union representatives will in no way prejudice their career prospects or employment with the Trust.

- 5.5. If the Trust is considering any form of disciplinary action or investigation against a union representative, wherever possible, such action shall not proceed until there has been consultation with a paid official of that trade union. Where a paid official is not available a senior elected officer will be consulted.

## **6. UNION MEETINGS AND OTHER FACILITIES**

- 6.1. Meetings of Union members may be held on school premises, usually outside working hours, following informing the school of such a meeting. The school will not refuse such meetings to be held on the premises unless there are good reasons. Such meetings will be open to all staff members who are members of the Union holding the meeting.
- 6.2. Each school agrees to provide defined facilities to the Union representatives to enable them to discharge their duties including: -
- 6.2.1. provision of secure filing space; access to reasonable space on a notice board;
  - 6.2.2. reasonable free access to confidential telephone, photocopying, printing and internal mail and email;
  - 6.2.3. reasonable use of equipment such as telephones, photocopiers and PC's, but not for sole use;
  - 6.2.4. reasonable accommodation for meetings.
- 6.3. The Unions commit themselves to training their elected representatives to provide them with the skills and the confidence to undertake their duties properly and effectively. Union representatives will be granted reasonable time off and times agreed with each school, normally with pay, to attend training courses run by the Union or other appropriate bodies which are relevant to the discharge of their Union duties.
- 6.4. On request Union representatives will be granted reasonable time off with pay during working hours where it is necessary to carry out essential duties under this agreement which it is not possible to fulfil outside of normal working hours, so long as it does not interfere with the day to day working of the school. Where such duties cannot be carried out as part of the normal working day as much notice as possible will be given of the request to take time off. Any disagreement over the granting of time off shall be discussed between the Headteacher and the paid officer of the appropriate trade union.
- 6.5. Subject to reasonable prior notice and the agreement of the school, which shall not unreasonably be withheld, Union representatives may be permitted to reasonable time off

during working hours without detriment for the purpose of taking part in appropriate Trade Union duties, so long as it does not interfere with the day to day working of the school.

6.6. Each school will provide the Unions with appropriate financial information and plans of the school in order for there to be a meaningful dialogue. In particular, the school will provide relevant information for the purposes of collective bargaining and consultation in accordance with the ACAS Code of Practice No 1 (Provision of Information to Trade Unions).

6.7. Members of staff have an entitlement to consult with their trade union without detriment.

## **7. JOINT CONSULTATION COMMITTEE**

7.1. OWN Trust and the Unions agree to set up a Joint Consultative Committee (JCC) consisting of representatives of both sides.

7.2. The JCC shall be governed by a written constitution, a copy of which is attached to this Agreement (Appendix 1).

7.3. The functions of the JCC shall include:

### **7.3.1. Information**

OWN Trust undertakes to supply the Unions with the necessary information for it to carry out effective consultation and collective bargaining.

### **7.3.2. Consultation**

To have proper consultation, with a view to reaching agreement with the recognised representatives of staff, to enable feedback and discussion before decisions are taken concerning matters directly affecting the interests of the staff. These issues include:

- Terms and conditions of employment, including any use of Directed Time Budgets
- Job grading and job evaluation systems
- the employment policies and procedures and proposed amendments and additions.
- the day to day operation of employment policies and procedures
- provision of staff amenities
- day to day operational issues which affect staff
- Health and safety
- New technology

### **7.3.3. Statutory consultation on**

- redundancies
- TUPE transfers

#### 7.3.4. Collective Bargaining

To reach collective agreements on:-

- Pay Awards
- Holidays
- Hours of work

where these are not covered by collective national or local agreements adopted by OWN Trust.

- 7.4. In order to resolve collective disputes arising from a failure to agree in the JCC, the parties may, by agreement, refer the matter for resolution to a further meeting of the JCC, which will on occasion, be attended by representatives of the Trust Board.
- 7.5. In the event of both sides still being unable to reach agreement the matter may be referred to ACAS by either side for conciliation or, with the agreement of both sides, for arbitration. The outcome of any arbitration would be binding on both parties.
- 7.6. Whilst these procedures are being followed OWN Trust will honour the "Status Quo" and the trade unions will not enter into any form of industrial action.

### **8. RIGHT TO REPRESENTATION**

- 8.1. OWN Trust recognises the Unions' right to represent the interests of all or any of its members at all formal stages of procedure relating, but not limited to, grievance and disciplinary, safeguarding, sickness absence or other investigations. OWN Trust also recognises the right to call in appropriately accredited Union representatives who are not employees of the Trust wherever this is considered appropriate.
- 8.2. Each school undertakes to advise an employee, facing disciplinary action by the school, to consult with his/her Union representatives.
- 8.3. The Unions' representatives will be permitted to spend reasonable paid time inside working hours, so long as it does not interfere with the work of the school, to discuss grievance or disciplinary matters with affected employees, in accordance with 6.5 above.

### **9. VARIATIONS**

- 9.1. This Agreement may be amended at any time with the agreement of both parties.
- 9.2. Both parties agree to review the agreement on an annual basis to ensure it meets the needs of OWN Trust and the Unions.



## **10. MONITORING AND REVIEW OF THE POLICY**

- 10.1. The Trust Board Finance & HR committee will review this policy in line with the procedure for policy review.

## **11. TERMINATION**

- 11.1. The Agreement may only be terminated by mutual consent or by 6 months' notice from either side. During the 6-month period ACAS may be involved in order to seek to reach a new agreement.

# **APPENDIX 1** CONSTITUTION OF THE JOINT CONSULTATION COMMITTEE

## **1. TITLE**

- 1.1. The Committee shall be known as the Joint Consultation Committee, known as the JCC.

## **2. OBJECT**

- 2.1. To establish a workable and effective arrangement for good employer/ employee relations, for the avoidance of any misunderstanding and for the promotion of joint participation in all matters of common interest and concern on a genuine consultative basis and, where this agreement provides, on the basis of collective bargaining at school level, as outlined in Clause 7.3 of the Recognition and Procedural Agreement.

## **3. MEETINGS**

- 3.1. Meetings of the JCC shall be held once a term, i.e. 3 times a year, with a prepared agenda which shall be issued seven days before each meeting. The agenda shall be agreed by the recognised trade union representatives and the CEO of OWN Trust. The agenda shall provide for any other business of an urgent nature to be discussed.
- 3.2. Special meetings may be requested by either the Unions or OWN Trust. Where it is agreed a meeting is necessary such meetings will be convened within fourteen days.

## **4. SCOPE OF COMMITTEE**

- 4.1. The JCC is authorised to consider and consult with a view to reaching an agreement and to enter into collective bargaining on those matters specified in Clause 7.3 of the Recognition and Procedural Agreement.

## **5. CONSTITUTION**

- 5.1. There shall be an employer side and a Union side.
- 5.2. The employer side shall consist of the CEO or a delegated senior manager of one of the Schools in the Trust and normally at least two other members nominated by the Trust.
- 5.3. The Union side shall consist of one representative of each of the Unions who shall be members of staff and elected by the unions' membership within the Trust.

- 5.4. Each side shall confirm the names of its representatives on an annual basis and inform the other of any changes prior to any meeting.
- 5.5. Each side shall make every effort to send its confirmed representatives to each meeting but substitution will be permitted on both sides where it cannot be avoided.
- 5.6. By agreement of the other side, staff and management will be entitled to have adviser(s) in attendance who will have speaking rights. Except in the case of special meetings each side shall give a minimum of seven days' notice to the other side of its intention to invite such adviser(s) to the meeting.
- 5.7. The Chairperson for each meeting of the JCC shall be the CEO or in his/her absence a senior representative of the Trust.
- 5.8. The two sides shall each appoint a secretary who will be responsible for convening meetings, preparing agenda in consultation with both sides, and taking and circulating minutes. Draft minutes shall be subject to the agreement of the joint secretaries before being forwarded to the Trust Board.
- 5.9. Meetings shall be judged to be quorate if 2 members representing the Trust and 3 members representing the trade unions are present.

## **6. STATUS OF RESOLUTIONS**

- 6.1. Resolutions of the JCC shall not be binding on either side but shall be recommendations only to the respective parties (the Trust and the Union) whose ratification shall be required before an agreement is deemed to be reached.