



# TRUE LEARNING PARTNERSHIP

Trade Union Recognition Agreement and Collective Agreement	
<b>Policy Ref Number: TTLP35</b>	<b>Reviewed by: HR/CEO</b>
<b>Policy Date: October 2023</b>	<b>Review Date: October 2025</b> Unless there are operational or legislative changes that require an earlier review.

## 1. Introduction

- 1.1 This Agreement is binding in honour only and is not intended to create legal relations between the parties. It outlines True Learning Partnership's commitment to consult and negotiate with colleagues through the recognised trade unions
- 1.2 Schools/the Trust are used throughout this agreement, this refers to all educational establishments within True Learning Partnership (the "Trust").
- 1.3 The role and scope of the Joint Consultation and Negotiation Committee (JCNC) is specified within this Agreement and shall relate to all colleagues working under an employment contract for the Trust.
- 1.4 This agreement sets out arrangements for how the Trust will work with its recognised trade unions on matters of mutual interest, in order to resolve issues and problems that may arise during the course of employment at the Trust. The Trust is committed to developing positive relationships with colleagues and recognise that trade unions have an important role to play in the development and maintenance of good employee relations.
- 1.5 The following unions are recognised by the Trust.

For Teachers	For Support Colleagues
<ul style="list-style-type: none"> <li>▪ Association of School and College Leaders (ASCL)</li> <li>▪ VOICE</li> <li>▪ Association of Teachers and Lecturers (ATL)</li> <li>▪ National Association of Headteachers (NAHT)</li> <li>▪ National Association of Schoolmasters Union of Women Teachers (NASUWT)</li> <li>▪ National Education Union (NEU)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Unison</li> <li>▪ GMB</li> <li>▪ Unite</li> </ul>

## **2. Purpose and Scope of Agreement**

- 2.1 The overall strategic leadership and management of the Trust is the responsibility of the Trust Corporate Executive Team and the Trade Union recognises the fundamental right of the Trust to be responsible for its management, organisation and policies.
- 2.2 In return, the Trust recognises the trade unions' right to represent and protect the interests of their members employed by the Trust.
- 2.3 This agreement is intended to be implemented in conjunction with the statutory obligations that the Trust must meet e.g. the TUPE regulations.
- 2.4 The Trust and the Trade Union have common objectives to:
- maintain good employment practices and employee relations
  - jointly agree pay and conditions of employment
  - work at a local level with school-based representatives to solve problems through discussion and agreement where possible
  - effectively communicate with colleagues of the Trust
  - ensure that all colleagues are treated fairly and equally
  - support and enhance the delivery of high-quality teaching and learning to the benefit of all pupils
  - maintain effective health and safety practices
  - avoidance or resolution of disputes wherever possible
- 2.5 The Trust undertakes to supply the recognised unions with the necessary information for them to carry out effective consultation and negotiations. This shall include Trust employment policies and procedures and proposed amendments and additions.

## **3. Union membership**

- 3.1 The Trust recognises the right of our colleagues to choose whether or not they wish to belong to a trade union and that individuals have a right to join a trade union, hold office within a trade union and benefit from trade union representation. It is acknowledged that colleagues who are members of a trade union will be subject to the rules and constitution of that trade union.
- 3.2 The Trust believes that representative trade unions help ensure good employee relations and will inform new colleagues about their right to join a trade union.

## **4. Structure for Consultation, Negotiation and Representation**

- 4.1 Within the Trust there are three levels of consultation, negotiation and representation
- 4.2 Trust level - consultation and negotiation on terms and conditions issues will take place through the JCNC. Such meetings will initially take place once per term. Sub Groups may meet as appropriate to discuss details of proposed changes to terms and conditions which only affect teachers or colleagues in support roles. Such Sub Groups will only be formed by joint agreement and will report back to the full JCNC.
- 4.3 School level - the Headteacher (and senior leaders) will schedule a half termly meeting with in-house trade unions representatives for the purpose of ensuring good ongoing relations through

the discussion of relevant issues within the school. Each school will be bound by the terms and conditions, and any other joint agreements reached at trust-wide level via the JCNC.

- 4.4 Individual level (representation) - we will continue to work constructively with local union representatives where issues are specifically about a colleague in a school. The Trust will work with local union officials and/or officers when colleagues require the need representation etc.

## **5. Consultation and Negotiation at JCNC Level**

- 5.1 The recognised unions and the Trust will negotiate at the JCNC on a pay and conditions framework and on any other issues that the parties mutually agree from time to time should be the subject of negotiations.
- 5.2 The Trust recognises that a national framework of terms and conditions in education is essential for the smooth operation of the labour market for education professionals. It will employ Teachers on School Teachers Pay and Conditions alongside the "Burgundy Book" terms of service and colleagues in support roles on NJC derived "Green Book" terms and conditions and commits to do so as long as those represent the best available and it is the desire of Trust colleagues to retain them.
- 5.3 The parties undertake to negotiate constructively with a view to reaching joint agreements which are acceptable to all parties wherever possible.
- 5.4 The following matters shall be the subject of consultation and/or negotiation between the recognised unions and the Trust:
- pay and pay structure
  - hours and holidays
  - negotiating procedures
  - changes to existing, or creating new, collective agreements
  - employment policies and procedures (eg: disciplinary, capability and grievance)
  - health and safety policy and procedures
  - training and development of colleagues
  - equality of opportunity
  - operational issues affecting the deployment, security and prospects of colleagues
  - any other item which both sides agree to refer

## **6. Operation of the Agreement**

- 6.1 The operation of this Agreement will be reviewed every two years by both parties in order that consideration can be given to the need for any changes.
- 6.2 The Trust or any of the signatory unions may give six months' notice of their intention to withdraw from the Agreement.
- 6.3 If any organisation referred to in the paragraph above fails to appoint representatives, this shall not invalidate the decisions of the JCNC. In the event of union or Trust representatives being unable to attend JCNC meetings or its committees, they shall be entitled to appoint another representative to attend in their absence. Additional Representatives may, with the prior agreement of the other parties, attend as observers without speaking or voting rights.

6.4 The agreement shall be amended only with the agreement of both sides of the JCNC.

## **7. Functions**

- 7.1 The JCNC and its committees will, as set out in Section 5 of this Agreement, negotiate on the pay and conditions framework and on any other issues that the parties mutually agree from time to time should be the subject of Group level negotiations.
- 7.2 The parties undertake to negotiate constructively with a view to reaching joint agreements which are acceptable to their respective organisations wherever possible. Agreements within the JCNC shall be communicated to the Trust Board for ratification. The parties are committed to seeking to uphold and implement such agreements once ratified.

## **8. Consultation**

- 8.1 The Trust undertakes to have proper consultation with colleagues through their trade unions to enable feedback and discussion before significant decisions are taken concerning matters directly affecting the interests of the staff.
- 8.2 Additionally, the Trust will consult on the current situation, structure and probable development of employment in the Trust, especially any threat to employment and on any changes in work organisation or contractual relations in sufficient time to allow full and meaningful consultation to take place before such changes are implemented.

## **9. Joint Consultation and Negotiation Committee (JCNC)**

- 9.1 The JCNC will operate through one committee. Sub Groups may meet as appropriate to discuss details of proposed changes to terms and conditions which only affect either teachers or support staff. Such Sub Groups will only be formed by joint agreement and will report back to the Group JCNC.
- 9.2 The JCNC may co-opt or allow any Sub Group to co-opt such persons with special knowledge, not being members of the JCNC, as may serve the particular interest of the JCNC or its committees provided that person so co-opted serves only in a consultative and non-voting capacity.
- 9.3 The JCNC will be chaired by a representative of the Trust. Wherever possible it will be the Chief Executive Officer who chairs the meetings, or nominated appropriate member of the Trust SLT. Also, in attendance may be any other Trust member as appropriate and a HR representative.
- 9.4 The Trust and the collective trade unions will each appoint a Secretary to work together on business relating to the JCNC and for any Sub Groups of the JCNC.
- 9.5 Ordinary meetings of the JCNC will take place as often as may be necessary as agreed in discussion between the parties, but ordinarily once per term, 3 times per year.
- 9.6 Special meetings may be called by the Chair, either on behalf of the Trust or in response to a formal request from JCNC members representing at least two unions on the staff side. The request for a special meeting and the notice establishing the meeting shall state the nature of the business proposed to be transacted thereat, and no other matters shall be discussed.

Such special meetings shall only be called in exceptional circumstances where the nature of the business fully justifies such a meeting. The meeting shall take place within 15 working days (Mon-Fri, excluding school holidays) of the requisition by the Chair.

- 9.7 The date of the meeting and the agenda will be agreed jointly following consultation with all parties. Agenda items will be agreed by the Joint Secretaries at least 15 working days before the meeting. All notices of meetings of the JCNC and any committees thereof shall normally be sent to the respective members at least 10 working days before the date of the meeting. Such notices will contain the agenda and any supporting papers and the time for the start of the meeting and its anticipated duration.
- 9.8 The costs associated with hosting the meetings will be met by the Trust, including the travelling and other incidental expenses incurred by JCNC members employed by the Trust which will be reimbursed.
- 9.9 The Trust will provide for meetings to be minuted and for draft minutes to be prepared, a copy of which will be circulated within 10 working days after the meeting. Such minutes shall be subject to approval by the JCNC at its next meeting.

#### **10. Failure to agree**

- 10.1 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. Both parties will seek to agree whether the referral shall be for conciliation or arbitration, and each party shall be tasked with seeking agreement on the terms of the referral.
- 10.2 Whilst these procedures are being followed the Trust/school will honour the status quo

#### **11. Trade union representatives**

- 11.1 For the purposes of this Agreement, the term 'trade union representatives' includes workplace representatives, health and safety representatives and learning representatives.
- 11.2 Trade union representatives will be appointed in accordance with the rules of the individual trade unions concerned. The trade unions will inform the Trust in writing of the names of their appointed representatives and the positions/functions to which they have been elected.
- 11.3 The Trust will provide reasonable facilities to trade union representatives and members in order to enable them to discharge trade union duties and undertake trade union activity respectively and to facilitate the objectives of effective communication and consultation with colleagues and their representatives.
- 11.4 The Trust will make arrangements for the deduction and transfer of union subscriptions through payroll, whilst the legal requirement to do so remains in place.

- 11.5 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.
- 11.6 It is for each trade union to determine whether their representatives at the JCNC are employed officials or local representatives. Meetings will not be delayed through non-availability of employed officials.
- 11.7 The Trust expressly values the contribution made by trade union representatives and their skills and experience and specifically undertakes that no trade union representatives will suffer detriment of any nature as a result of undertaking this vital role on behalf of trade union members.
- 11.8 Trade union representatives have a statutory right to reasonable time off with pay for the purpose of carrying out trade union duties. The Trust will not unreasonably withhold appropriate time off with pay, in particular time off for representatives to attend meetings convened by the Trust, reasonable time off for representatives to prepare for and/or attend meetings or to consult with employed officials of their union; and reasonable time off for trade union representatives to attend annual conferences and other policy-making conferences of their trade unions as a delegate.
- 11.9 Such time off with pay will normally be during normal school operating hours. For colleagues in support roles union representatives through time off during their contractual working hours, and in the case of teacher union representatives through release from timetabled teaching time. Trade union representatives will give as much notice as possible of the need for such time off.
- 11.10 The Trust will seek to ensure that all meetings convened by them or the individual school and involving trade union representatives take place within normal academy operating hours.
- 11.11 Where possible, the Trust will endeavor to accommodate individual requirements but never at the expense of provision of service to pupils and the wider community.
- 11.12 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 on receiving appropriate notification, notice and information relating to the courses provided.
- 11.13 It is agreed that any request for time off will be balanced against the effective running of the school/the Trust and be judged against the impact that it will have on the efficient running of the organisation, especially with reference to the impact on learning and progress
- 11.14 The Trust will provide a physical, and where possible, virtual notice board in each school

## **12. Trade union meetings**

- 12.1 The Trust will allow trade union members to hold meetings on the premises outside their normal working hours, including at lunch times and immediately following the end of the timetabled day. For colleagues in support roles, permission for meetings during contracted hours will not unreasonably be withheld, taking account of the operational requirements of the school/the Trust.
- 12.2 The trade union will give reasonable notice of all meetings to the school/the Trust. The school/the Trust 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 union at such meetings, subject to being informed in advance.
- 12.3 In the event that a meeting is called at Trust offices, local union representatives are entitled to claim travel costs in line with the Trust's agreed expense policy.

## **13. Disciplinary action involving trade union representatives**

- 13.1 The school/the Trust will not take disciplinary action against a trade union representative until an employed official of that trade union has been informed.

**Signatories to the agreement**

<b>Organisation</b>	<b>Signature</b>	<b>Full name</b>
<b>ASCL</b>		
<b>ATL</b>		
<b>GMB</b>		
<b>NAHT</b>		
<b>NASUWT- The Teachers Union</b>		
<b>NEU</b>		
<b>UNISON</b>		
<b>UNITE</b>		
<b>VOICE</b>		
Academy Name	True Learning Partnership	

**This agreement is dated:**