

Trade Union Recognition Agreement.

This agreement is binding in honour only and is not intended to create legal relations between the parties.

Introduction.

This agreement is based on that agreed by the teacher unions and professional associations (**ASCL, NAHT, NASUWT and NEU**) and the unions representing support school staff (**GMB, UNISON and Unite**). It is intended to assist the trade unions, The Pennine Trust and Pennine Trust academies in confirming recognition of trade unions, establishing acceptable arrangements and facilities for trade union representatives, and for the establishment of acceptable arrangements for consultation and negotiation.

The terms of this Agreement supersede all formal trade union recognition agreements and informal practices which transferred under TUPE. All unions represented on the JCNC will undertake to consult and inform union officials, as appropriate, in all local authorities, where current formal trade union recognition agreements exist, as to any revised arrangements.

This agreement provides for recognition for those unions which have existing recognition rights protected by TUPE, are signatories to this agreement and have members in the Pennine Trust academies.

The Pennine Trust will seek to work in harmony with its staff and their unions and staff professional associations and aim for achieving good industrial relations based on good relationships and clear consultation systems and procedures.

1. Parties, Coverage and Definitions

1.1 The Pennine Trust recognises the following trade unions and professional associations for individual and collective representation, consultation and negotiation purposes:

The teacher unions and professional associations (**NAHT, ASCL, NASUWT and NEU**) and the unions representing support staff (**GMB, UNISON and Unite**).

1.2 This recognition agreement applies in respect of employees in the following categories:

- Teaching staff (**NEU, NAHT, ASCL and NASUWT**).
- Support staff and other professional school staff (**GMB, UNISON and Unite**).

1.3 Throughout this agreement, the following definitions apply:

- "The Trust" means the Pennine Trust responsible for the running of the individual academies and other persons or bodies having responsibility for the management of Pennine Trust academies.
- The "trade union(s)" means the recognised trade unions listed above.
- The word 'Academies', used throughout, refers to all educational establishments which are part of THE TRUST.

2. Principles and Objectives

- 2.1 The Trust recognises the independent trade unions and professional associations identified in this agreement for the purposes of collective bargaining, consultation, negotiation and individual staff representation on behalf of the whole workforce.
- 2.2 This agreement is intended to promote and assist in the establishment of:
- Pay and conditions of employment.
 - Effective employment and health and safety practices.
 - Harmonious working relationships.
 - Effective communication to staff.
 - Participation and involvement of staff.
 - Prompt resolution of issues and disputes.
 - Equal opportunities in employment
 - Professional issues concerning teaching and learning, including issues relating to the curriculum, behaviour policy etc.
 - Good industrial relations and the fair treatment of staff
 - The ability for academies to be managed in an effective and non- bureaucratic manner
 - The effective use of funding
 - The fair and proper application of TUPE and all other employment law
- 2.3 The trade unions recognise that it is the Trust's responsibility to plan, organise and manage the delivery of high-quality education to the students at the Trust's academies.
- 2.4 In turn, the Trust recognises the trade unions' right to represent and protect the interests of their members employed by the Trust, both individually and collectively.
- 2.5 The Trust believes that representative trade unions help ensure good employee relations, and will inform new appointees of their right to join a trade union.
- 2.6 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.

3. Trade Union Representatives

- 3.1 For the purposes of this agreement, the term "trade union representatives" includes workplace representatives, health and safety representatives and learning representatives
- 3.2 Trade union representatives will be appointed in accordance with the rules for the individual trade union concerned. The trade unions will inform the Trust in writing of the names of their appointed representatives.
- 3.3 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. The Trust will not decline to recognise appointed workplace trade union representatives where their numbers are reasonable in relation to the number of members represented within that academy.

- 3.4 Trade union members shall be entitled to be represented by employed workplace representatives , local representatives or regional officials of the trade union.
- 3.5 The Trust values the contribution made by trade union representatives and their skills and experience and undertakes that no trade union representatives will suffer any disadvantage as a result of undertaking this role on behalf of trade union members.

4. Facilities for Trade Union Representatives and Members

- 4.1 The Trust agrees to provide appropriate and reasonable facilities to trade union representatives and members in order to enable them to discharge trade union duties and undertake trade union activity and to facilitate the objectives of effective communication and consultation with employees and their representatives set out earlier in this agreement.
- 4.2 The Trust agrees that its Academies will participate in and contribute to arrangements operated by Lancashire County Council with regards to reasonable time off with pay for employees who are work place representatives, subject to annual review.
- 4.3 Each Academy that joins the Trust will buy into facilities through their local authority where available and where the terms are acceptable to the Trust. This will be reviewed on an annual basis.
- 4.4 On receipt of the member information from the union, the Trust will arrange for subscriptions to be deducted and transferred to the said union through payroll.

5.0 Time off with pay for trade union representatives

- 5.1 The Trust will permit academy representatives reasonable time off with pay during their normal working hours for the purpose of carrying out trade union duties, including to prepare for and/or attend meetings or to consult with officers or other academy representatives of their union on workplace matters. Academy representatives will give as much notice as possible of the need for such time off. Further examples of trade union duties are included in the ACAS Code of Practice 3 – Time off for Trade Union duties and activities (2010).
- 5.2 The Trust will seek to ensure that all meetings convened by them or the individual Academy and involving trade union representatives take place within normal academy operating hours.
- 5.3 Where possible, the Trust will endeavour to accommodate individual requirements but never at the expense of provision for pupils and the wider community.
- 5.4 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.

5.5 It is agreed that any request for time off will be balanced against the effective running of the Academy 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.

6.0 Other facilities for trade union representatives

6.1 The Trust will provide the following facilities to trade union representatives:

- Reasonable accommodation to hold meetings and pre-meetings and to interview members in a confidential manner.
- Confidential access to and reasonable free use of telephone, computing and photocopying facilities.
- Individual notice boards in all staff rooms.
- Secure storage space.
- Space on the Trust's/Academy's computer network

7.0 Trade union meetings

7.1 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. The trade unions will give reasonable notice of all meetings to the Academy. 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.

7.2 The Trust will allow trade union members to hold and attend such meetings on the 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 individual academy when seeking consent for such meetings. The Trust will not unreasonably withhold consent to such meetings, weighing the impact they will have on the efficient running of the organisation. For support staff, permission to attend such meetings during contracted hours will not unreasonably be withheld, taking account of the operational requirements of the Academy.

8.0 Disciplinary action involving trade union representation

8.1 The Trust or their individual academies will not take disciplinary action against a trade union representative until an employed official of that trade union has been informed.

9.0 Structure for Negotiation, Consultation and Representation

Within the Trust, consultation and negotiation will take place at three levels:

9.1 **Trust-wide level:** At the Trust level consultation on terms and conditions issues will take place through the Joint Consultative and negotiating Committee (JCNC). Such meetings will initially take place once per half term in the first year, and as a minimum once per term. Subgroups may meet as appropriate to discuss details of proposed changes to terms and conditions which only affect teachers or support staff. Such subgroups will only be formed by joint agreement and will report back to the full JCNC.

- 9.2 **Academy-level:** Within each Academy, the Principal/Head Teacher (and senior leaders) will schedule a termly meeting with in-house trade unions representatives for the purpose of ensuring good ongoing relations through the discussion of relevant issues within the Academy. Each Academy will be bound by the terms and conditions, and any other joint agreements reached at trust-wide level via the JCNC.
- 9.3 **Individual level (representation):** The Trust will continue to work constructively with local union representatives where issues are specifically about an individual in an academy. The Trust will work with local union officials and/or officers when staff need representation etc.

10.0 The Joint Consultation and Negotiation Committee

10.1 The Trust and the Unions agree to set up a Joint Consultative and Negotiation Committee (JCNC) consisting of representatives of both sides. In the relationship with the trades unions there will be occasions when the Trust wishes to either;

- Inform trades unions of relevant (at times confidential) matters within the Trust to maintain an effective working relationship and the sharing of relevant information
- Consult with the trades unions in order to seek their views and opinions on a matter in order to inform the Trust's position or actions. Such consultation will be meaningful as defined under the law, timely and with a view to reaching agreement, adhering to any statutory requirements;
- When consulting, the Trust will ensure the trades unions will be given a fair and proper opportunity to understand fully the matters about that are the subject of consultation, and to express their views on those matters. The parties will consider those views properly and genuinely with a view to reaching agreement.
- Negotiate with a view to reaching a collective agreement that is intended to be incorporated into the contracts of employment of staff.

10.2 Information

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

Before decisions are taken concerning matters directly affecting the interests of the staff the Trust will:

- Consult when the proposals are still at a formative stage;
- Provide adequate information on which to respond;
- Provide adequate time in which to respond;
- Adopt a conscientious consideration of the response to consultation.

The matters which will be subject to consultation include (list not exhaustive);-

10.2.1 Consultation at Trust Level

- Job grading and Job evaluation systems
- Employment policies and procedures and proposed amendments and additions.
- Matters of Health and Safety across the at Trust
- Professional issues across the Trust
- Equal Opportunities.
- Restructures across the Trust

10.2.2 Consultation at Academy Level

- The day to day operation of employment policies and procedures
- Provision of staff amenities
- The day to day operational issues which affect staff
- Health and safety matters within individual academies
- Restructures within the Academies

10.2.3 Statutory consultation on

- redundancies
- TUPE transfers

10.2.4 Collective Bargaining

To seek collective agreements on:-

- Pay including pay structure
- Terms and Conditions of employment, including:
 - o Holidays
 - o Hours of work

where these are not covered by collective national or local agreements adopted by the Trust (as referred to in paragraph 10.6)

10.3 Membership

The Trust representatives shall normally be:

- An Executive Officer of the Trust (wherever possible this will be the CEO, if not the representative Executive Officer will have the remit for decision making)
- Any Director with an interest in an agenda item
- A representative from HR
- Alternatives may be deputed from time to time.
- The Trust may also invite a board member where it is considered helpful to the agenda items.

The following trade unions shall represent staff and each is entitled to nominate one representative to the JCNC:

For teachers:

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

For support staff:

- Unison
- GMB
- Unite

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 any organisation's representative being unable to attend any meeting of the JCNC or its committees, that organisation shall be entitled to appoint another representative to attend in his or her place. There is an expectation that only one representative from each union will attend meetings. Exceptions will be made for training and mentoring purposes or by prior agreement.

- 10.4 The trade unions agree to treat all information with sensitivity in case of genuine commercial confidentiality.
- 10.5 Outcomes within the JCNC shall be communicated to the Trust Board for ratification.
- 10.6 The intention of the Trust is that it will now and for the foreseeable future comply with, as a minimum, the national terms and conditions of service for teaching and support staff, as amended from time to time. The terms and conditions for teachers employed within the Trust will be those set out in the School Teachers' Pay and Conditions Document (as updated annually) alongside the "Burgundy Book updated 2023" terms of service, and the terms and conditions for support staff employed within the Trust will be derived from the NJC "Green Book". The exception to this is where local collective agreements (which transferred to the Trust under TUPE regulations) differ from national conditions in which case the local terms and conditions will apply.
- 10.7 If the Trust and the trade unions cannot reach an agreement on matters of collective bargaining, the matter may be referred to the Advisory Conciliation and Arbitration Service (ACAS) in order to seek resolution of the issue. Either or both parties may determine that a matter is referred to ACAS for conciliation. In these cases, in respect of matters of collective bargaining, the Pennine Trust will honour the status quo ante whilst said procedures are being followed.

11.0 Procedure:

- 11.1.1 Committees and Sub-Committees - 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.
- 11.1.2 Co-opted Members - 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 capacity.
- 11.1.3 Chair
The JCNC will be chaired by a representative of the Trust. Wherever possible it will be the Chief Executive or his/her nominee who chairs the meetings.
- 11.1.4 Officers
The Trust and the collective trade unions will each appoint a Secretary to work together on business relating to the JCNC and for any Subgroups of the JCNC.

11.1.5 Meetings

Ordinary meetings of the JCNC will take place as often as may be necessary as agreed in discussion between the parties, but at least once per term but initially once per half term in the first year.

11.1.6 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 summoning 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.

11.1.7 The date of the meeting and the agenda will be agreed jointly following consultation with all constituents in advance by the Joint Secretaries.

11.1.8 Notice of Meetings

Agenda items will be agreed by the Joint Secretaries at least 10 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.

11.1.9 Funding

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.

11.1.10 Reports and Minutes

The Trust will provide for meetings to be minuted and for draft minutes to be prepared. The Joint Secretaries will circulate a copy of the draft minutes of the proceedings for all meetings within 10 working days after the meeting. Such minutes shall be subject to approval by the JCNC at its next meeting.

11.1.11 Amendments to the Constitution

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

11.1.12 The quorum for all meetings shall be two members of the Academy and members of at least 3 recognised Trade Unions which shall consist of a minimum of at least 1 support staff union rep and one teaching union rep.

12.0 Commencement, Review, Variation and Termination

12.1 This agreement supersedes all previous recognition agreements between the Trust and the trade unions and comes into effect on the following date: 1st September 2023.

- 12.2 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 national JCNC. There will be a formal review within 2 years.
- 12.3 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 national JCNC; or through 9 months' notice of termination from the Trust or from the trade unions acting jointly. In the latter circumstance, either side will be entitled to place the matter for discussion upon the agenda of a meeting of the JCNC and subsequently to refer the matter to the ACAS for arbitration in order to seek resolution of the issue. Any individual trade union may withdraw from this agreement through 9 months' notice of withdrawal.

Signatures

Organisation	Signature	Full name
ASCL		
NAHT		
NASUWT		
NEU		
GMB		
UNISON		
<i>THE TRUST</i>		

This agreement is dated: October 2023