

The Education Alliance Trade Union Recognition Agreement

October 2016

Purpose

The purpose of this agreement is to provide a framework for The Education Alliance and its recognised Trade Unions to work together. This agreement details union recognition alongside a jointly agreed approach to consultation and negotiation. The Education Alliance and its recognised Trade Unions understand the employer's right to plan, organise and manage activities according to the strategic plan and objectives of The Education Alliance. In turn, The Education Alliance recognises the right of its recognised Trade Unions to recruit and represent the interests of their members which may involve holding meetings on site. The Education Alliance views its workforce as its most valuable resource and this agreement acknowledges that in working together the aim of all parties is to ensure The Education Alliance continues to deliver high quality educational provision for its students through recruiting, developing, supporting, deploying, rewarding and recognising employees in a fair, equitable, sustainable way.

All parties signing up to this agreement pledge to negotiate constructively with a view to reaching joint agreements which are acceptable to their respective constituents. The signatories of this agreement agree that it is in their mutual interest to work productively together and are committed to:

- Harmonious, respectful, professional working relationships
- Joint working on locally designed terms and conditions as well as consideration of the interpretation, agreement and implementation of nationally agreed terms and conditions, including pay
- Healthy employee relations and the fair treatment of staff
- Promotion of equality and diversity
- High aspirations for students and The Education Alliance
- Avoidance of disputes
- Supporting a culture of high aspiration underpinned by appropriate learning and development opportunities, guidance, advice and support
- Developing best practice in teaching, leading the way in teaching and learning as The Education Alliance achieves its strategic and operational objectives through its employees
- Engaging employees in matters relating to employment relations and teaching and learning

The Education Alliance expectations are supported by learning and development opportunities and management structures that enable staff to develop their professional practice, enabling The Education Alliance to lead the way in teaching and learning. The Education Alliance achieves its strategic and operational objectives through its employees and due consideration is given to achieving a healthy work life balance.

Recognition

The following Trade Unions & Professional Associations are recognised both nationally and by The Education Alliance:

- Association of School and College Leaders (ASCL)
- Association of Teachers and Lecturers (ATL)
- National Association of Head Teachers (NAHT)
- National Association of Schoolmasters Union of Women Teachers (NASUWT)
- National Union of Teachers (NUT)
- GMB
- UNITE
- Unison
- Voice

Framework

Nationally, consultation and negotiation takes place through the Department for Education for Teachers and the National Joint Council for Associate Staff. The Education Alliance has a Joint Consultative Committee (JCC) and the membership of that group and its associated committees is representative, fair and reasonable. The Education Alliance is committed to working with its recognised Trade Unions when developing and reviewing approaches to terms and conditions and associated pay frameworks. Such discussions will include the interpretation and application of national agreements. In addition to this, Section 3 of the Green Book is open to local negotiation and the JCC and the Trust will work together to review Section 3 related agreements as the need arises.

The Education Alliance will consult with its recognised Trade Unions on the following:

- Pay frameworks
- Terms and conditions of employment
- Policies and procedures
- Health, safety and welfare of staff
- Professional duties, standards and expectations
- Single equality scheme
- Organisational change
- Staff amenities

This agreement will be reviewed annually to ensure it meets legal, statutory, national and local requirements.

The signatories of this agreement recognise the employees' statutory right to be represented by a professional body, trade union or work colleague of their choice for matters relating to The Education Alliance's disciplinary and grievance procedures, organisational change and redundancies. It extends this right to include matters relating to The Education Alliance's Capability Policy and Procedure and Health and Wellbeing Policy and Procedure. To this end The Education Alliance agrees to promote this agreement to all employees and encourages membership of a recognised Trade Union. Where staff are in a union they will be encouraged to seek support from an elected trade union representative.

Trade Union Facilities

The Education Alliance agrees to provide appropriate facilities to Trade Union representatives and members in order to enable them to discharge their duties and undertake Trade Union

activity, facilitating effective communication and consultation with employees and their representatives as set out in this agreement.

Trade Union representatives will be elected by the membership of their union in accordance with the rules of the individual Trade Unions and their respective Trade Unions will inform The Education Alliance in writing of the names of the Trade Union representatives working directly with The Education Alliance.

The number of Trade Union representatives elected shall be a matter for each union and shall be reasonable.

The Education Alliance will work with its recognised Trade Unions, promoting recognised Trade Unions and ensuring that no Trade Union representative suffers any detriment resulting from their role as a Trade Union representative.

The professional, educational and employment relations duties of school-based representatives and officials are important responsibilities performed in addition to Trade Union representatives substantive duties and this is recognised by the signatories of this agreement.

The Education Alliance recognises the statutory right of Trade Union representatives to reasonable time off with pay for the purpose of carrying out Trade Union duties. The Education Alliance will seek to negotiate with recognised Trade Unions reasonable facility time agreements including relevant local authority pooled facility time arrangements to ensure it has access to local Trade Union representatives. The Education Alliance is committed to paying into the relevant Local Authority trade union facility arrangements. The Education Alliance will not unreasonably withhold appropriate time off with pay, in particular time off for representatives to attend meetings convened by The Education Alliance; consultation with regional representatives; reasonable time off for representatives to attend essential training and development and annual conferences. Such time off with pay will normally be during normal working hours within The Education Alliance. The Education Alliance will also endeavour wherever possible to provide Trade Union representatives with reasonable accommodation to hold meetings; reasonable access to and free use of telephone, email and computer facilities and reasonable photocopying facilities. The Education Alliance will also endeavour to provide local representatives with secure storage, access to notice boards in staff rooms and space on The Education Alliance VLE.

The Education Alliance will, wherever possible, support secondment arrangements whereby a member of staff requests a secondment to fulfil union duties (e.g. where a member of staff has been offered a secondment to take on area/regional trade union responsibilities). Such arrangements will be agreed for an academic year and reviewed no later than May/June of that academic year.

The Education Alliance will not take disciplinary action against a Trade Union representative until an employed official of their respective Trade Union has been consulted (unless the representative refuses to give their consent).

Signed on behalf of The Education Alliance

Name (printed):

Signature:

Date:

Signed on behalf of ATL

Name (printed):

Signature:

Date:

Signed on behalf of ASCL

Name (printed):

Signature:

Date:

Signed on behalf of GMB

Name (printed):

Signature:

Date:

Signed on behalf of NAHT

Name (printed):

Signature:

Date:

Signed on behalf of NASUWT

Name (printed):

Signature:

Date:

Signed on behalf of NUT

Name (printed):

Signature:

Date:

Signed on behalf of Unison

Name (printed):

Signature:

Date:

Signed on behalf of Unite

Name (printed):

Signature:

Date:

Signed on behalf of Voice

Name (printed):

Signature:

Date: