

# Trade Union Recognition Agreement

Approved by RET Board

Approved on March 2022

RET contact CEO

Revision due n/a



RUSSELL EDUCATION TRUST

## 1. Introduction and parties subject to the Trade union recognition and facilities agreement (the “Agreement”)

1.1 This document 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 and amongst its employees. Trade unions have an important role to play in the development and maintenance of good employee relations.

1.2 This agreement is between:

- Russell Education Trust, 1 The Crescent, Leatherhead, Surrey, KT22 8DY (the “Trust”);
- The teacher unions (ASCL, NAHT, NASUWT, and NEU) and the unions representing support and other professional school staff (GMB, UNISON, and Unite); and
- [other trade unions as may be agreed].

1.2 For the purposes of this Agreement these shall be referred to collectively as the “Trade Union(s)”.

1.3 This agreement applies in respect of employees in the following categories:

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

## 2. Commencement date

2.1 This Agreement commences on 1 May 2022.

## 3. Purpose and scope of Agreement

3.1 The overall strategic leadership and management of the Trust is the responsibility of the Trust’s Executive Team and Board and the Trade Union recognises the fundamental right of the Trust to be responsible for its management, organisation and policies.

3.2 In return, the Trust recognises the trade unions’ right to represent and protect the interests of their members employed by the Trust.

3.3 This agreement is intended to be implemented in conjunction with the statutory obligations that the Trust must meet e.g. the TUPE regulations.

3.4 However, 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 the Trust’s employees
- Ensure that all employees are treated fairly and equally
- Support and enhance the delivery of high-quality teaching and learning to the benefit of all students
- Maintain effective health and safety practices
- Avoidance or resolution of disputes wherever possible

3.5 This Agreement provides the formal framework within which relations between the Employer and the Trade Union will operate. Its purpose is to confirm arrangements for the recognition of the Trade Union by the Trust.

3.6 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 support staff on NJC derived “Green Book” terms and conditions and commits to do so as long as those represent the best

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available and it is the desire of Trust employees to retain them. Noting the principle of no detriment, the Trust will not move away from these arrangements without consultation and agreement.

- 3.7 The Trade Unions will be entitled to represent employees collectively in relation to nationally agreed terms and conditions of employment, and matters referred to in Section 6 of this agreement; and the Trust and union representatives/officials will continue to work constructively together where issues are specifically about an individual within a school. Whether that official is employed by the union or locally elected is a matter for the trade union.

## 4. Membership

- 4.1 The Trust recognises the right of employees to choose whether or not they wish to belong to a trade union. However, this Agreement recognises the right of any individual employee to join the Trade Union, hold office within the Trade Union and benefit from trade union representation. It is acknowledged that all employees within the Trade Union will be subject to the rules and constitution of the Trade Union.
- 4.2 The Trust believes that representative trade unions help ensure good employee relations. The Trust will encourage employees to become union members and will inform new appointees of their right to join a trade union.

## 5. Appointment of trade union representatives

- 5.1 The trade unions will communicate as soon as possible and in writing to the Trust the names of any staff representatives elected, and the positions/functions to which they have been elected.

## 6. Responsibilities and duties of Trade Union representatives

- 6.1 Each trade union representative shall, insofar as his/her duties in that capacity are concerned, be subject to the control of the Trade Union and will operate within the agreed procedural arrangements set out within this Agreement.
- 6.2 Representatives of the Trade Union will represent the interests of the Trade Union and trade union members in their respective schools within the Trust.
- 6.3 Actions taken by representatives of the trade unions in pursuance of their duties as a representative of the trade unions shall not affect their employment or career prospects within the Trust.
- 6.4 The duties of the trade union representatives will include but are not limited to the following:
- Consulting as appropriate with the Trust's management about matters listed at clause 3.6 above: and
  - Representing members in relation to matters listed at clause 7.4 below.
- 6.5 The following matters shall be the subject of consultation, discussion and/or negotiation for the mutual benefit of the recognised unions and the Trust:
- Negotiating machinery and procedures
  - Changes to existing, or creating new, collective agreements
  - Employment policies and procedures, including disciplinary, capability and grievance procedures
  - Health and safety
  - Staff training and development
  - Equality issues
  - Operational issues affecting the deployment, security and prospects of staff
  - Any other item which both sides agree to refer
- 6.6 Depending on the nature of the issue, discussion or consultation rather than negotiation may only be required .
- 6.7 At all times, the trade union representatives will undertake their duties diligently and in accordance with this Agreement.

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- 6.8 Without prejudice to clause 6 below in all other respects, the trade union representatives will conform to the same working conditions and duties of their fellow employees.
- 6.9 All parties are encouraged to engage in positive and constructive discussions with the Trust about any matter that might support the main purpose of the Trust (to provide high quality education and raise standards of attainment and achievement for all its students) or enhance employment relationships.
- 6.10 If the Trust take disciplinary action against a trade union representative, they will discuss the issue at an early stage with an official employed by the trade union. Before approaching the trade union, the Trust will obtain the employee's agreement.

## 7. Time off work for trade union duties and activities

- 7.1 The Trust agrees to provide reasonable time off with pay for any employee who is an official of the Trade Union (within the meaning of s.119 of the Trade Union and Labour Relations (Consolidation) Act 1992 (the "Act") or a member of the Trade Union so that the Trust can comply with its statutory duties to allow such time off under the Act. In determining what is reasonable the trade unions will have regard to the operational requirements of the organisation and minimise business disruption. In turn the Employer will take reasonable steps in the planning and management of time off and the provision of cover or workload reduction, taking into account the legitimate needs of the trade unions to discharge their functions and receive training efficiently and effectively.
- 7.2 Before taking time off, the trade union representatives must obtain the permission of the Trust in accordance with its policies and procedures.
- 7.3 Where it is not reasonably practicable to give advance notice of such requests, the Trust will use its reasonable endeavours to accommodate such requests, subject always to the operational needs of the Trust, minimising the impact on students, which take priority.
- 7.4 Specific duties and activities of Trade Union representatives include but are not limited to:
- Representation of individual members in accordance with Trust HR policies.
  - To meet with and prepare for meetings/hearings and appeals in relation to Trust HR policies.
  - Performing functions under Health and Safety legislation and attending relevant training and Trust meetings as required.
  - Attending workplace meetings to discuss issues that affect union members in relation to redundancy, consultation processes and formal negotiations.
- 7.5 Representatives appointed will be given reasonable paid time off during normal working hours to carry out trade union duties where reasonably practicable. . Whether the time off is considered reasonable will depend on:
- workloads and school priorities.
  - the need to maintain teaching and learning.
  - needs of line managers and co-workers.
  - importance of health and safety at work.
  - amount of time representatives have already had off for trade union work and other absences.
- 7.6 The Trust will not pay salary to representatives spending time on union duties outside of normal working hours.
- 7.7 Where a Local Authority invites the Trust to participate in pooled facilities arrangements, RET agrees both to contribute to such arrangements for time off with pay for trades unions' local officers and to provide reasonable time off with pay to any of its employees undertaking trade union duties in that capacity subject to provision of details around the value for money, distribution and use of such pooled funds. This will be subject to review.

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## 8. Resources

8.1 Subject to its operational requirements, the Trust agrees that it will use its reasonable endeavours to provide the following resources to the trade union representatives for them to perform efficiently the duties referred to at clause 7.4 above. Approval for the use of such resources will be sought by the representatives before being used and may include:

- Use of meeting rooms;
- Use of noticeboards;
- Access to telephone and internet communications;
- Use of confidential storage;
- Use of reprographic facilities.

## 9. Trade Union Meetings

9.1 The Trust will allow trade union members to hold meetings on the premises outside their normal working hours, including at lunchtimes and immediately following the end of the student day. The trade unions will give reasonable notice of such meetings to the Headteacher. The Trust will not 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.

9.2 In exceptional circumstances, the Trust will allow support and other professional school staff 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 Headteacher when seeking consent for such meetings. The Trust will not unreasonably withhold such consent to such meetings.

## 10. Failure to Agree

10.1 Both the Trust and the Trade Union are committed to resolving on an informal basis any disputes.

10.2 The Trust and the Trade Union agree that it is in the interests of all parties that consultation and negotiations are carried out expeditiously and with the aim of reaching agreed settlements where appropriate.

10.3 If the Trust and the Trade Union 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. Either party may determine that a matter is referred to ACAS for conciliation. Both parties may subsequently agree, where necessary, that a matter is referred to ACAS for arbitration.

10.4 While these procedures are being followed, all parties will honour and maintain the status quo ante.

## 11. Joint Consultative Committee

11.1 A Joint Consultative Committee (JCC) will be established to facilitate consultation on those matters referred to in clause 3.4 above.

11.2 The Trust's employees will be represented in the JCC by trade union representatives.

11.3 The Trust will be represented by its Chief Executive Officer or representative.

11.4 The meeting will be chaired by the Chief Finance Officer or representative.

11.5 Meetings of the JCC will take place once per term (three times per year).

11.6 Items for the agenda from both parties shall be submitted no later than one week before the date of the meeting.

11.7 The JCC will discuss agenda items at the JCC and both parties agree to make every effort to achieve agreement on the matters discussed.

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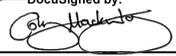
## 12. Data Processing

12.1 The Trust and Trade Union(s) shall, in connection with the performance of this Agreement collect, process and store personal data in accordance with our Data Protection Policy and Privacy Notices, and in line with the requirements of the Data Protection Legislation ((being (i) the General Data Protection Regulation ((EU) 2016/679) (unless and until the GDPR is no longer directly applicable in the UK) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998, including the Data Protection Act 2018).

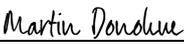
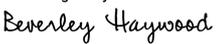
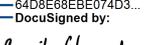
## 13. Duration

13.1 This Agreement takes effect from the commencement date and shall continue thereafter unless modified by Agreement in writing between both parties or terminated in whole or in part by either party giving the other not less than twelve months' notice in writing.

### Signed by [on behalf of the Trust]

Signature	Print Name	Date
<small>DocuSigned by:</small>  <small>87FF595C72F84DA...</small>	Colin Mackinlay	05-Sep-2022

### Signed by [on behalf of the Trade Unions]

Signature	Print Name	Trade Union	Date
<small>DocuSigned by:</small>  <small>056852964594C6...</small>	Martin Donohue	NEU	16-Sep-2022
<small>DocuSigned by:</small>  <small>8825204E1A3B4C1...</small>	Michael Kidd	ASCL	05-Sep-2022
<small>DocuSigned by:</small>  <small>11A801A452F1470...</small>	Beverley Haywood	NAHT	07-Sep-2022
<small>DocuSigned by:</small>  <small>05C42C6FB33B42E...</small>	Dr Patrick Roach	NASUWT	16-Sep-2022
<small>DocuSigned by:</small>  <small>64D8E68EBE074D3...</small>	Dominic Hook	Unite	05-Sep-2022
<small>DocuSigned by:</small>  <small>08B8D71235EF419...</small>	Avril Chambers	GMB	16-Sep-2022
<small>DocuSigned by:</small>  <small>D312FBF0ACF34C1...</small>	Chris Fabby	UNISON	05-Sep-2022