



TRADE UNION RECOGNITION AGREEMENT

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TRADE UNION RECOGNITION AGREEMENT

PRINCIPLES

- a) Inspire Multi Academy Trust and the signatory trade unions are committed to working together with staff to consult and negotiate where appropriate about terms and conditions and other matters relevant to the employment of teaching and non-teaching staff within Inspire Multi Academy Trust.
- b) Inspire Multi Academy Trust will employ staff on the national terms and conditions for school teachers and support staff (the STPCD and Burgundy Book agreement and the NJC Green Book agreement) and will not move away from these arrangements without consultation. The trust is committed to upholding local arrangements absorbed as part of TUPE processes. In time, local provisions will need to be aligned with National agreements to ensure parity and transparency. If, in the opinion of Inspire Multi Academy Trust, it becomes necessary to negotiate any variation away from national provision, this machinery will provide the mechanism to discuss this. The national arrangements will not themselves form the subject of discussion by this machinery.
- c) This document is to formally recognise the intention of Inspire Multi Academy Trust to regularly meet with Local Union Lay Officers about matters regarding employment. Discussion will take place with a view to reaching agreement wherever this is possible. In addition to these meetings, Inspire Multi Academy Trust will continue to meet with local Union Representatives related to each Academy at regular intervals.
 - Local Union Lay Officers meetings will be to maintain an open dialogue, and provide a forum to agree any required variation to the national terms and conditions and discuss national level employment policies and procedures; and
 - Academy level meetings will be to consult and negotiate on any matters of concern regarding each Academy and covering the local employment provisions where TUPE applies or otherwise.
- d) Inspire Multi Academy Trust encourages staff to seek the advice of their union representatives or their local branch whenever they need specialist advice in relation to these matters. All staff will be afforded the right to receive information and be consulted regarding any proposed changes to their terms and conditions.
- e) The objectives of the process are to meet the Academy purpose to,

Our vision is to create a family of outstanding schools with clear purpose, direction and objectives. Where teaching and learning is paramount and children enjoy and engage in a rich and relevant curriculum tailored to their individual needs ensuring empowerment of all pupils to achieve their full potential.

The Inspire Multi Academy Trust vision is to create and foster a culture of high aspiration amongst all students, regardless of their social, economic or cultural background. Inspire will lead and support in striving for excellence in teaching and learning; they will aim for a strong engagement in learning that fosters a lifelong learning ethos and will promote good progress for all learners.

We will build a thriving community where challenge and accountability enable us to succeed on behalf of the children and families of whom the Trust serve. Enjoyment of learning is fundamental; we will harness enthusiastically the power of a creative and diverse curriculum

to raise attainment across the Trust schools. We will put the needs of our children at the heart of all our decision making.

Inspire Multi Academy Trust will do this by:

- ensuring good communications throughout the organisation and each Academy;
- promoting mutual understanding between Inspire Multi Academy Trust management, Inspire Multi Academy Trust staff and their union representative;
- addressing issues of concern to Inspire Multi Academy Trust staff and management;
- providing user-friendly policies and procedures to deal with personnel issues;
- maintaining and reviewing fair terms and conditions of employment;
- constantly seeking effectiveness and efficiency in their communication processes and ways of working.

PARTIES, COVERAGE AND DEFINITIONS

1. Inspire Multi Academy Trust recognises the following trade unions for individual and collective representation, consultation and negotiation purposes:

ATL; ASCL; GMB; NAHT; NASUWT; NUT; UNISON; Unite

2. This recognition agreement applies in respect of Inspire Multi Academy Trust employees in the following categories:

- teaching staff (ATL, ASCL, NAHT, NASUWT, NUT); and
- support and other professional school staff (GMB, UNISON and Unite).

3. Throughout this agreement, the following definitions apply:

- “ Inspire Multi Academy Trust” means all staff plus the governing bodies (Directorate of Local Governing Bodies) responsible for the running of the Academies and other persons or bodies having responsibility for the management of the academy;
- "The trade unions" means the recognised trade unions as listed above.

PRINCIPLES AND OBJECTIVES

4. Inspire Multi Academy Trust recognises the independent trade unions identified in this agreement for the purposes of collective bargaining, consultation and individual staff representation on behalf of the whole workforce.

5. This agreement is intended to promote and assist in the establishment of:

- jointly agreed pay and conditions of employment;
- good practice with regard to matters of employment and health and safety;
- effective communication;
- participation and involvement of staff;
- effective and prompt resolution of issues and disputes; and
- equal opportunities in employment.

6. The trade unions recognise that it is Inspire Multi Academy Trust’s responsibility to plan, organise and manage the delivery of education to the students at Inspire Multi Academy Trust.

7. Inspire Multi Academy Trust recognises the trade unions' right to represent and protect the interests of their members employed in Inspire Multi Academy Trust both individually and collectively.
8. Inspire Multi Academy Trust believes that representative trade unions help ensure good employee relations, and to this end, provide their employees with up to date information on local Union contacts at the point of induction.
9. Inspire Multi Academy 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.

TRADE UNION REPRESENTATIVES

10. For the purposes of this agreement, the term "trade union representatives" includes workplace representatives, health and safety representatives and learning representatives, employed officials and local representatives.
11. Trade union representatives will be appointed in accordance with the rules of the individual trade unions concerned. The trade unions will inform Inspire Multi Academy Trust Principals in writing of the names of their appointed representatives.
12. 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. Inspire Multi Academy Trust will not decline to recognise appointed trade union representatives.
13. Trade union members shall be entitled to be represented by employed officials or local representatives of the trade union, where the trade union considers this to be necessary in the circumstances, including attendance at consultation meetings. The trade union will provide the member with any requested representation as soon as possible and normally within 5 working days of such a request.
14. Inspire Multi Academy Trust undertakes that where it is within their control, no trade union representatives will suffer any disadvantage as a result of undertaking this role on behalf of trade union members.

FACILITIES FOR TRADE UNION REPRESENTATIVES AND MEMBERS

15. Inspire Multi Academy Trust agrees to provide appropriate on-site facilities to trade union representatives and members in order to enable them to discharge trade union duties and undertake trade union activity related to the local Academy in order to facilitate the objectives of effective communication and consultation with employees and their representatives set out earlier in this agreement.

Time off with pay for trade union representatives

16. Inspire Multi Academy Trust will permit employees who are trade union representatives reasonable time off with pay during their normal working hours (including release from

timetabled teaching and learning support in the classroom) for the purpose of carrying out trade union duties.

17. Inspire Multi Academy Trust will also permit employees who are themselves trade union representatives with reasonable time off with pay within their normal timetabled working hours (including release from timetabled teaching and learning support in the classroom) where necessary for trade union duties, in particular to prepare for and/or attend meetings or to consult with employed officials of their union. Trade union representatives will give as much notice to their Headteacher as possible of the need for such time off.
18. Inspire Multi Academy Trust will seek to ensure that all meetings convened by the Trust and involving trade union representatives take place within their normal working hours.
19. Inspire Multi Academy Trust will participate in arrangements within the local authority areas in which the Trust is situated with regard to reasonable time off with pay for any employees who are local or national trade union officers in order to permit time off with pay for trade union duties undertaken in that capacity.
20. Inspire Multi Academy 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. Inspire Multi Academy Trust will permit employees who are trade union representatives reasonable time off with pay to attend relevant training courses run by their trade unions or by other appropriate bodies.

Facilities for trade union representatives

21. Inspire Multi Academy Trust will provide the following facilities to trade union representatives:
 - reasonable accommodation to hold meetings and to interview members in a confidential manner;
 - confidential access to and reasonable free use of telephone, fax and email facilities and computing and photocopying facilities;
 - reasonable access to administrative and secretarial services;
 - notice board space in staff rooms;

Trade Union Meetings

22. Inspire Multi Academy 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 Academy Headteacher. Inspire Multi Academy 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.
23. Inspire Multi Academy 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 Academy Headteacher when seeking consent for such meetings. Inspire Multi Academy Trust will not unreasonably withhold such consent to such meetings.

Time off for trade union activities

24. Inspire Multi Academy Trust will allow trade union representatives and members reasonable time off during working hours for the purpose of taking part in trade union activity, including in particular representing the trade union at external meetings and conferences. Time off for trade union representatives and members to attend annual conferences and other policy-making conferences of their trade unions as a delegate will in all cases be time off with pay.

Disciplinary action involving trade union representatives

25. Inspire Multi Academy Trust will not take disciplinary action against a trade union representative until an employed official of that trade union has been consulted.

The national joint committee will consider such issues as have been mutually agreed to be the subject of national negotiations, and any principles agreed in the national framework shall not be considered by the local joint committees. The Academy Trust will be bound by the provisions, policies and procedures agreed by the national JCNC but the Academy joint committees will consider the exercise of local discretion on employment matters where this is provided for. Any difficulties at Academy level over the interpretation of national provisions or the scope of local decision making will where necessary be referred to the national joint committee for consideration and resolution.

FAILURE TO AGREE

26. Inspire Multi Academy Trust and the trade unions agree that it is in the interests of all parties that consultation and negotiations are carried out expeditiously and with the aim of reaching an agreed settlement.
27. If Inspire Multi Academy Trust and the trade unions cannot reach an agreement, on a matter, it may be referred to the Advisory Conciliation and Arbitration Service (ACAS) in order to seek agreement 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.
28. Whilst these procedures are being followed Inspire Multi Academy Trust will honour the status quo ante.

COMMENCEMENT, REVIEW, VARIATION & TERMINATION

29. This agreement will be jointly reviewed after one year from the date of signature.
30. 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 joint committee.
31. 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 joint committee; or through 6 months' notice of termination from Inspire Multi Academy 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 national joint committee and subsequently to refer the matter to ACAS for arbitration in order to seek resolution of the issue. Any individual

trade union may withdraw from this agreement through 6 months' notice of withdrawal.

32. Inspire Multi Academy Trust and the trade unions agree that any dispute on interpretation of this agreement or any other matter will be referred initially to the JCC for resolution.
33. The constitution and procedural agreement governing the JCC is attached to this agreement as an Annex.

ANNEX

CONSTITUTION FOR THE JOINT CONSULTATIVE COMMITTEE (JCC)

Title

The Committee shall be known as the Joint Consultative Committee or JCC.

Purpose of Committee

The Committee has been established in support of the Principles and Objectives of the Recognition Agreement and in order to consult.

Representation at Meetings

The composition of the representatives from Inspire Multi Academy Trust is the prerogative of Inspire Multi Academy Trust. There will be an expectation that there will be regular attendance by the appropriate senior Inspire Multi Academy Trust officials at all JCC meetings.

All local level consultation on terms and conditions issues will take place through the JCC.

The membership of the JCC shall be determined annually. Both Inspire Multi Academy Trust and the trade unions shall inform each other promptly of any changes in representation.

Three meetings shall be scheduled in each year, typically one each term. Dates and the standing agenda will be confirmed at the beginning of each academic year.

Additional ad hoc meetings shall be held where either Inspire Multi Academy Trust or the trade union submits a request in writing to each other. The dates and agendas for ad hoc meetings shall be sent to JCC members no later than five working days after the request is submitted and the meeting shall take place no later than fifteen working days after the request is submitted.

Quorum

The quorum for all meetings shall be a minimum of two senior members of Inspire Multi Academy Trust, one of whom may be a Director/Governor of Inspire Multi Academy Trust. The clerk to the governing body will also be in attendance.

Whilst trade union representation will be requested and encouraged, trade union colleague attendance will not form part of the meeting quorum. If trade union colleagues fail to attend the meeting, the meeting will proceed as planned in order to effectively move academy business forward.

Clerking and administrative support to the JCC shall be provided by Inspire Multi Academy Trust. The agreed minutes of all meetings shall be submitted to the Directors for information.

Membership

Inspire Representatives

Mike Foster	Chair of the Trust
Ann Henderson	Chief Executive Headteacher
Joanne West	Chief Executive Headteacher Deputy Designate
Howard Brown	Trustee
Steve Ruffell	Trustee
Claire Wallace	Headteacher of Farringdon Academy
Lesley Cassidy	Headteacher of Plains Farm Academy
Stephanie Johnson	Acting Headteacher of New Penshaw Academy
Elaine Pattison	Headteacher of Fatfield Academy
Tracey Pizl	Headteacher of Burnside Academy

Trade Union Representatives

GMB
UNISON
Unite
ATL
NASUWT
NUT
NAHT
ASCL