



Students First
OUTWOOD
GRANGE ACADEMIES TRUST

RECOGNITION AGREEMENT

Policy revised on 19 November 2013 by Ian Metcalfe

Ratified by Outwood Grange Academies Trust on *****

To be reviewed on **** by *****

Ref: *****

1. Introduction

- 1.1 This agreement between Outwood Grange Academies Trust (OGAT) and the signatory trade unions establishes machinery to consult and negotiate with staff through the recognised trade unions. OGAT recognise the joint unions as the body representing staff for the purposes of informing and consulting the workforce.
- 1.2 This agreement covers union recognition and machinery for consultation and negotiation on the terms and conditions of employment for staff in academies.
- 1.3 All parties agree to negotiate constructively with a view to reaching joint agreements which are acceptable to their respective constituents.
- 1.4 The signatories to this agreement share, as their guiding principle, the need to ensure an environment which seeks to promote education of the highest quality, in the best interests of OGAT pupils and students.

To this end the signatories endorse the following objectives:

- Harmonious working relationships;
 - Jointly agreed pay and conditions of employment
 - Good industrial relations and the fair treatment of staff;
 - Commitment to equality of opportunity;
 - Commitment to quality;
 - Avoidance of disputes;
 - The ability of OGAT Academies to compete in the market place;
 - The ability for academies to be managed in an effective manner;
 - The effective use of funding; and
 - The correct application of TUPE.
- 1.5 OGAT recognises the trade unions' right to represent and protect the interests of their members employed in each OGAT Academy.

2. Recognition

- 2.1. The following unions are recognised by OGAT for the purpose set out in paragraph 1.4 above.

For teaching staff:

- 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 Unions of Teachers – NUT.

For Support staff:

- GMB.
- UNISON.
- UNITE.

3. Structure for Consultation and Negotiation

3.1 Within OGAT consultation and negotiation will take place at two levels:

- At a national level, consultation and negotiation on terms and conditions issues will take place through the OGAT Joint Council (OJC). Such meetings will normally take place once per term (three times per annum). Sub groups may meet as appropriate to discuss details of proposed changes to terms and conditions which only affect teachers or support staff. Such sub groups will only be formed by joint agreement and will report back to the full OJC.
- At Academy level, consultation and negotiation will take place through an Academy Joint Council (AJC). The right to representation on the AJC will mirror representation on the OGAT Joint Council. Meeting arrangements and the conduct of business by the A JC will be agreed and determined by the AJC. Normally, such meetings will take place once per term (three times per annum). Each academy will be bound by the national terms and conditions agreed by the OJC but the AJC will be responsible for discussions on the application of local discretion on employment provisions.

3.2 Any difficulties at local level over the interpretation of the national provisions or the scope of local decision making may, where appropriate, be referred to national representatives or to the full national OJC for advice and resolution.

4. Consultation and Negotiation at National Level

- a. The nationally recognised unions and OGAT will negotiate nationally at the OJC 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 national negotiations.
- b. The parties pledge themselves to negotiate constructively with a view to reaching joint agreements which are acceptable to their respective organisations.
- c. The following matters shall be the subject of negotiation and consultation between the recognised unions and OGAT:
 - pay, including pay structure and grades
 - terms and conditions of employment, including hours, holiday, sickness and other benefits;
 - disciplinary, capability and grievance procedures;
 - redundancy and redeployment;
 - health, safety and welfare;
 - professional duties;
 - performance management and appraisal arrangements;
 - equal opportunities policies;
 - new technology.
 - working practices, new equipment and techniques
 - staff amenities
 - reorganisation of staff and relocation
 - negotiating machinery and procedures;
 - employment policies and procedures; - operational issues affecting the deployment, security and prospects of staff;
 - any other item which both sides agree to refer.
- d. The mechanism for agreeing the minimum pay and conditions of service will include
 - National Collective Agreements
 - School Teachers Pay and Conditions Document (STPCD)
 - Burgundy Book
 - Green Book

5. Operation of the Agreement

- a. The operation of this agreement will be kept under review by both sides in order that consideration can be given to the need for any change in the light of experience any signatory to this agreement may give six months' notice of their intention to withdraw from the agreement.

6. Outwood Joint Council for Staff in OGAT Academies (OJC) Constitution

6.1. Title

- 6.1.1 The body shall be known as the Outwood Grange Academies Trust Joint Council for Staff in OGAT Academies (OJC).

6.2. Scope

- 6.2.1 The functions of the OJC as specified in the 'National Negotiations' section of this agreement shall relate to all staff employed in OGAT Academies.

6.3. Membership

- 6.3.1 The OGAT representatives shall normally be the Director of Business Services and the Director of Human Resources, although alternatives/others may attend from time to time as required.

- 6.3.2 The following trade unions shall represent staff:

- Association of School and College Leaders
- Association of Teachers and Lecturers
- National Association of Head Teachers
- National Association of Schoolmasters Union of Women Teachers
- National Unions of Teachers
- GMB
- Unison
- Unite

- 6.3.3 If any organisation referred to in paragraph 6.3.2 above fails to appoint representatives, this shall not invalidate the decisions of the OJC.

- 6.3.4 In the event of any organisation's representative being unable to attend any meeting of the OJC or its committees, that organisation shall be entitled to appoint another representative to attend in his or her place.

6.4. Functions

6.4.1 The OJC and its committees will as set out in the 'National Negotiations' section of this agreement negotiate nationally on the pay and conditions framework and on other issues that the parties mutually agree from time to time should be the subject of national negotiations.

6.4.2 The parties pledge themselves to negotiate constructively with a view to reaching joint agreements which are acceptable to their respective organisations.

6.4.3 Agreements within the OJC shall be communicated to the OGAT board and respective TU bodies for ratification. The parties are committed to seeking maximum support and adherence to such agreements once ratified.

6.5. Information

6.5.1 OGAT agrees to supply the recognised unions with the necessary information for them to carry out effective consultation and negotiations. This shall include the organisation's employment policies and procedures and proposed amendments and additions.

6.5.2 All documentation will be provided in a timely fashion and in any event no less than 7 working days in advance of any meeting(s)

6.6. Consultation

6.6.1 The signatories to this document are committed to engaging in meaningful consultation and negotiations with a view to reaching an agreement where possible.

6.7. Committees and Sub-Committees

6.7.1 The OJC will operate through one committee. Sub groups may meet as appropriate to discuss details of proposed changes to terms and conditions which only affect teachers or support staff. Such sub groups will only be formed by joint agreement and will report back to the OJC for consideration.

6.8. Co-opted Members

6.8.1 The OJC may co-opt or allow any sub group to co-opt such persons with special knowledge, not being members of the OJC, as may serve the particular interest of the OJC or its committees provided that person so co-opted serves only in a consultative and non-voting capacity.

6.9. Chair

6.9.1 Meetings of the OJC will be chaired by OGAT

6.10. Officers

6.10.1 OGAT and the trade unions will each elect Joint Secretaries for the OJC and for any sub-groups of the OJC. It will be for each side to determine the Secretary for their side

6.11. Meetings

6.11.1 Ordinary meetings of the OJC will take place as often as may be necessary as agreed in discussion between the parties, but at least once a term (three times per annum).

6.11.2 The date of both ordinary and special meetings and the agendas will be agreed jointly following consultation with all constituents in advance by the Joint Secretaries.

6.11.3 Special meetings may be called by the Chair, either on behalf of OGAT or in response to a formal request from OJC 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 very exceptional circumstances where the nature of the business fully justifies such a meeting. The meeting shall take place within 15 working days of the requisition by the Chair.

6.12. Notice of Meetings

6.12.1 Agenda items will be agreed by the Joint Secretaries at least 7 working days before the meeting. All notices of meetings of the OJC and any committees thereof shall normally be sent to the respective members at least 7 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. The venue of the meeting will normally be at Outwood Grange Academy, Wakefield.

6.13. Funding

6.13.1 OGAT will host all meetings of the OJC and committees. Travel and other incidental expenses incurred by OJC members will be borne by their organisations except where attendees are OGAT employees attending in their capacity as workplace representatives in which case OGAT will reimburse reasonable travel and incidental expenses.

6.14. Reports and Minutes

6.14.1 The Joint Secretaries shall circulate a copy of the draft minutes of the proceedings for all meetings within 7 working days after the meeting. Such minutes shall be subject to approval by the OJC at its next meeting.

6.15. Amendments to the Trade Union Recognition Agreement

6.15.1 This Agreement shall be amended only with the agreement of both sides of the OJC.

6.16. Decision-Making

6.16.1 The aim of each meeting of the OJC is to reach agreement on the issue(s) under consideration.

6.16.2 Both sides will be invited to confirm their agreement to the proposed outcome. Only where both sides are in agreement, will a decision be communicated to the OGAT Board and trade unions recommending ratification and implementation.

6.16.3 When despite all best efforts agreement cannot be reached then subject to the agreement by both parties the assistance of ACAS may be sought.

7. Facilities for Trade Union Representatives

OGAT agrees to provide appropriate facilities to trade union representatives and their 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 and negotiation with their representatives set out earlier in this agreement.

7.1. Trade Union Representatives

7.1.1 For the purposes of this agreement, the term “trade union representatives” includes workplace representatives, health and safety representatives and learning representatives.

7.1.2 Trade union representatives will be appointed in accordance with the rules of the individual trade unions concerned. The trade unions will inform OGAT in writing of the names of their appointed representatives.

7.1.3 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.

7.1.4 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.

7.1.5 OGAT agrees that no trade union representatives will suffer any disadvantage as a result of undertaking this role on behalf of trade union members.

7.2. Time off with pay for trade union representatives

7.2.1 OGAT recognises the statutory right of trade union representatives to reasonable time off with pay for the purpose of carrying out trade union duties. OGAT Academies will not unreasonably withhold appropriate time off with pay, in particular time off for representatives to attend meetings convened by OGAT Academies; 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 and members to attend annual conferences and other policy-making conferences of their trade unions as a delegate. Such time off with pay will normally be during normal academy operating hours, in the case of support staff 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 and as a minimum of 5 working days of the need for such time off. Such requests should be in writing, using the Trade Union Time off request pro-forma, attached to this agreement.

- 7.2.2 Trade union representatives should, wherever possible, have regard to the need to minimize the impact of absences on academy timetables and operations. To ensure consistency of application all Trade Union time off requests will be considered and approved by the Director of Human Resources (OGAT) in consultation with the relevant Academy Principal.
- 7.2.3 OGAT will seek to ensure that all meetings convened by OGAT Academies or the individual Academy and involving OGAT employed trade union representatives take place within normal academy operating hours and will where appropriate pay reasonable travel expenses for their attendance at such meetings.
- 7.2.4 OGAT will seek to participate in arrangements within the local authority area with regard to time off with pay for any employees who are local or national trade union officers and will, subject to the provision of adequate funding by the local authority, permit reasonable time off with pay for trade union duties undertaken in that capacity
- 7.2.5 OGAT 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. OGAT 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.

7.3. Other facilities for trade union representatives

- 7.3.1 OGAT will provide the following facilities to trade union representatives:
- reasonable accommodation to hold meetings and to interview members in a confidential manner;
 - reasonable access to and reasonable free use of telephone, fax and email facilities and computing and photocopying facilities;
 - secure storage space;
 - notice boards in all staff rooms;
 - space on the academy intranet.
 - A list of new starters and leavers.

7.4. Trade union meetings

7.4.1 OGAT will allow trade union representatives to hold meetings on the premises outside 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.

7.4.2 OGAT 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.

7.5. Disciplinary action involving trade union representatives

7.5.1 No disciplinary action will be taken against a representative of a recognised trade union until the circumstances of the case have been discussed with an employed official (i.e. a regional representative) of the union concerned.

Signatories to this agreement:

8.1 Signed on behalf of OGAT

Signature..... Name.....
Date.....

Signed on behalf of the Trade Unions

8.2. Signed on behalf of ATL

Signature..... *Mary Bousie*..... Name..... *MARY BOUSIE*.....
Date..... *9/1/14*.....


8.3. Signed on behalf of ASCL

Signature..... *Sara Bro*..... Name..... *SARA BRO*.....
Date..... *8.1.14*.....


8.4. Signed on behalf of GMB

Signature..... *A. Chambers*..... Name..... *AVRIL CHAMBERS*.....
Date..... *9.1.14*.....

8.5. Signed on behalf of NAHT

Signature.......... Name..... RUSSELL HOBBY.....
Date..... 16/1/14.....

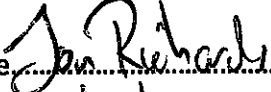
8.6. Signed on behalf of NASUWT

Signature.......... Name..... CHRIS KEATES.....
Date..... 27.1.14.....

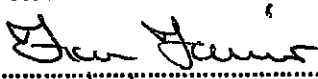
8.7. Signed on behalf of NUT

Signature.......... Name..... CHRISTINE BLOWER.....
Date..... 13/12/2013.....

8.8. Signed on behalf of Unison

Signature.......... Name..... JON RICHARDS.....
Date..... 08/01/14.....

8.9. Signed on behalf of Unite

Signature.......... Name..... Fiona Farmer.....
Date..... 24/1/14.....