

Lime Trust Trade Union Recognition Agreement

1.0 INTRODUCTION

- 1.1 This agreement between Lime Trust (LT) and the recognised trade unions establishes a mechanism to consult and negotiate with staff through their recognised trade unions.
- 1.2 This agreement covers all staff in all of the academies within LT.
- 1.3 Throughout the agreement the following definitions apply:

“The Academy” means Lime Trust (LT)

“The trade unions” means the recognised trade unions as per section 2 below.

2.0 RECOGNITION

- 2.1 The following unions are recognised and covered by this agreement.
For Teaching Staff:

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

For Support Staff:

- GMB
- UNISON

3.0 STRUCTURE FOR CONSULTATION AND NEGOTIATION

- 3.1 Within LT consultation will take place on two levels:
 - At a national level, consultation and negotiation on terms and conditions issues will take place through the LT National Committee (LTNC). Each Academy will be bound by the national terms and conditions agreed by the LTNC.
 - At Academy level, consultation and negotiation will take place where necessary and appropriate through regular meetings with the local trade union representations. This is likely to be, for example, reorganisations and health & safety.

4.0 PRINCIPLES AND OBJECTIVES

- 4.1 The independent trade unions identified in this agreement are recognised for the purposes of collective bargaining, negotiation, consultation and individual staff representation on behalf of the workforce.
- 4.2 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

The Lime Academy Trust is a company limited by guarantee, and an exempt charity, which is registered in England and Wales under company number 9297519, whose registered office is c/o Larkwood Primary Academy, 70-72 New Road, Chingford, London, E4 8ET. “Larkwood Primary Academy” is a trading name of the company.

- equal opportunities in employment.
 - Arrangement for discussion for professional issues concerning teaching and learning, including issues relating to the curriculum, behaviour policy etc.
- 4.3 The trade unions recognise that it is the Academy Trust's responsibility to plan, organise and manage the delivery of education to the students at the Academy Trust.
- 4.4 In turn, the LT recognises the trade unions' right to represent and protect the interests of their members employed in the Academy Trust's academies both individually and collectively. Trade unions will normally come together to make a joint approach to the resolution of any issues; however, a trade union may opt to operate independently at any time if it is deemed appropriate.
- 4.5 LT believes that representative trade unions help ensure good employee relations. LT will encourage employees to become union members and will inform new appointees of their right to join a trade union. LT Academies will provide the trade unions with the names and work locations of new appointees at a local union level for.
- 4.6 LT and the trade unions declare their commitment to maintaining good industrial relations and agree to make every effort to resolve any difficulties that may arise and to ensure that this agreement is effective.
- 4.7 Trade Unions and LT will endeavor to resolve at the earliest possible stage through the use of agreed procedures and through consultation or negotiation.

5.0 TRADE UNION REPRESENTATIVES

- 5.1 For the purposes of this agreement, the term "trade union representatives" includes Trust/workplace representatives, regional trade union representatives; health and safety representatives and learning representatives.
- 5.2 Trade union representatives will be appointed in accordance with the rules of the individual trade unions concerned. The trade unions will inform LT and the individual Academies in writing of the names of their appointed representatives.
- 5.3 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. LT will not decline to recognise appointed trade union representatives.
- 5.4 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.
- 5.5 LT undertakes that no trade union representatives will suffer any disadvantage as a result of undertaking this role on behalf of trade union members.

6.0 FACILITIES FOR TRADE UNION REPRESENTATIVES AND MEMBERS

- 6.1 LT and its Academies agree to provide appropriate facilities to trade union representatives and members in order to enable them to discharge their union duties and undertake trade union activity, and to facilitate the objectives of effective communication and consultation with employees and their representatives set out in this agreement.

7.0 TIME OFF WITH PAY FOR TRADE UNION REPRESENTATIVES

- 7.1 LT will permit 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.
- 7.2 LT will also permit trade union representatives time off with pay within their normal timetabled working hours (including release from timetabled teaching and learning support in the classroom) where necessary, in particular to prepare for and/or attend meetings or to consult with employed officials or local representatives of their union. Trade union representatives will give as much notice as possible of the need for such time off preferably 5 working days in writing for such as request.
- 7.3 LT and individual Academies will seek to ensure that all meetings convened by individual Academies and involving trade union representatives take place within their normal working hours.
- 7.4 LT will seek to participate in arrangements within the local authority area(s) with regard to trade union facilities time; and will, subject to the provision of adequate funding by the local authority, permit reasonable time off for trade union duties undertaken in that capacity.

7.5 LT 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. LT will permit trade union representatives reasonable time off, on request with pay to attend relevant training courses run by their trade unions or by other appropriate bodies.

7.6 LT and its individual academies 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, ICT and photocopying facilities;
- notice board space in all staff rooms;
- space on the academy intranet;
- relevant documents relating to, for example staff listings, policies and procedures and academy funding.

8.0 TRADE UNION MEETINGS

8.1 LT 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

8.2 LT 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.

8.3 LT will not unreasonably refuse to 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 when seeking consent for such meetings. The Academy will not unreasonably withhold such consent to such meetings.

9.0 TIME OFF FOR TRADE UNION ACTIVITIES

9.1 LT will not unreasonably refuse to allow trade union representatives 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. Reasonable time off for trade union representatives to attend annual conferences and other policy-making conferences of their trade unions as a delegate will be at the discretion of the individual academy. Trade union representatives will give as much notice as possible (minimum of 5 days) in writing of the need for such time off.

10.0 DISCIPLINARY ACTION INVOLVING A TRADE UNION REPRESENTATIVE

10.1 LT will not take disciplinary action against a trade union representative until they have discussed the matter with an employed official of that trade union-

11.0 LIME TRUST NATIONAL COMMITTEE (LTNC)

11.1 LT will provide the trade unions with appropriate information on financial and organisational issues in order to allow meaningful consultation and negotiation (including information required for collective bargaining and consultation in accordance with the ACAS Code of Practice). The trade unions agree to treat information with sensitivity in cases of genuine commercial confidentiality.

11.2 LT and the trade unions agree to set up a Lime Trust National Committee (LTNC) consisting of representatives of both sides to undertake the following functions:

- the provision and sharing of information by the trade unions and the Academy Trust;
- consultation on employment procedures and working and organisational arrangements;
- negotiation and agreement on the issues listed below for consideration by the LTNC.

11.3 LT before implementing any changes in employment, procedures and working and organisations arrangements, will undertake consultation with trade union representatives through the LTNC. Any structural and staffing issues involving individual academies will be dealt with through the academy and local trade union representatives.

11.4 Matters that are likely to be dealt with through the LTNC but not exclusively:

- Pay, including pay structures and grades
- terms and conditions of employment;
- staffing and pay structures (with the exception of specific individual academies which will be dealt with a local level);
- employment policies and procedures;
- matters of health and safety (across LT);
- operational issues affecting the deployment, security and prospects of staff;
- staff training and development
- professional issues concerning teaching and learning, including issues relating to the curriculum, behaviour policy etc.;
- equal opportunities matter.

11.5 In regard to these items, LT will employ staff on national terms and conditions for both teaching and support staff and at such time will not move away from these arrangements without consultation and negotiation.

11.6 LT and trade unions agree that any dispute on interpretation of this agreement or any other matter will be discussed by the LTNC in the first instance for resolution.

11.7 The framework for the LTNC is attached to this agreement at appendix 1.

12.0 FAILURE TO AGREE

12.1 LT 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.

12.2 If LT and the trade unions 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 propose 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.

12.3 Whilst these procedures are being followed the Academy Trust will honour the status quo ante.

13.0 COMMENCEMENT, REVIEW AND VARIATION

13.2 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. Any signatory to this agreement may give twelve months' notice of their intention to withdraw from the agreement.

Appendix 1

LIME TRUST NATIONAL COMMITTEE CONSTITUTION (LTNC)

Title

The committee will be known as the Lime Trust National Committee or LTNC.

Purpose of the committee

The committee has been established to support the principles and objectives listed at section 4 of this agreement.

Membership

The LT representatives shall normally be the CEO, COO and Director of HR, although alternatives/others may attend from time to time as required.

The union representatives will normally be one representative from each Trade Union.

If any trade union representative is unable to attend any meeting of the LTNC that trade union shall be entitled to appoint another representative to attend in his or her place.

Committees/Sub Committees

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

Meetings

Meetings shall be held as required (minimum of 3 per year). The date and agreed agenda shall be sent to members at least 10 working days before each meeting. Any AOB should be agreed before the meeting by both sides.

Representatives from all unions will be required to attend every meeting this can either be in person or by skype conference call. If you are unable to attend a meeting Trade Union colleagues will send comments for the meeting.

The date of any ordinary or special meeting (including agenda items) will be agreed jointly following consultation with the members.

For a special meeting to be called by either LT or the trade unions a request must be submitted in writing to the other side; such meetings should not be unreasonably refused and where possible held within 15 working days of any request.

Meetings can only be held when the meeting is quorum, the quorum for the meetings shall be (1) member of LT and (3) members of the union side

Facilities and Minutes

LT will host the meetings at a central location for all attendees, however each organisation will be liable for their own expenses incurred for travel etc. The only exception to this is where a LT (employee) union representative may be attending on behalf of their trade union in which case LT will meet the costs.

A note taker will be provided by LT and all draft minutes will be circulated following the meeting. Final sign off of the minutes will be done at the next LTNC meeting.

Signed by representative of Lime Trust

Lyne Howell

Date: *Thursday 4 July 2019*

Signed by representative of ASCL

Para Ford

Date: 31 May 2019

Signed by representative of GMB Union

[Signature]

Date: 5/6/2019

Signed by representative of NAHT Union

[Signature]

Date: 4/7/2019

Signed by representative of NASUWT Union

[Signature]

13 May 2019

Date: _____

Signed by representative of NEU Union

G.A. BOWES

Date: 4/7/2019

Signed by representative of Unison Union

[Signature]

Date: 4/7/2019

Signed by representative of Voice Union

[Signature]

Date: 24 June 2019