



**COMMUNITY**  
ACADEMIES TRUST

## **Trade Union Recognition Agreement**

## Policy

- a) Community Academies Trust (“CAT”) and the signatory trade unions are committed to working well 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 CAT Schools nationally.
- b) CAT 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 agreement. CAT 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. The national arrangements will not themselves form the subject of discussion by this machinery.
- c) This document is to formally recognise the intention of CAT to regularly meet with National Union Officers and/or delegates about matters regarding employment. Discussion will take place with a view to reaching agreement wherever this is possible. In addition to these meetings, CAT will continue to meet with local Union Representatives related to each Hub/School at regular intervals.
  - National 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
  - Local level meetings will be to consult and negotiate any matters of concern regarding each Hub/School and covering the local employment provisions where TUPE applies or otherwise.
- d) CAT 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 Trust’s purpose to:

Academic: Excellent standards and outstanding progress are a prerequisite for success in life equipping young people with the skills and knowledge they will need to be successful, happy and productive citizens.

Social: Excellent relationships for learning are a prerequisite for all other achievements. Relationships that engender mutual respect between young people, and all other members of our academies’ communities will ensure learning can be fun in a disciplined and caring environment where the highest expectations are the norm.

Personal: All young people achieve things they can be proud of every day in addition to academic success and outside our school’s planned curriculum. We have a vital role in ensuring individuals develop their own talents and interests and have a responsibility to instil in them a sense of pride in who they are and what they achieve.

and to reflect CAT values with respect to staff:

All members of the CAT staff community see themselves as learners. They are empowered to make decisions, be creative and to lead. Mutual respect pervades all relationships working together to enhance professional learning and practice and collaboration; collegiality and a sense of team identifies how all staff work together. Staff co-operate with each other and are not in competition with each other - they are part of a team that ensures the academies throughout the CAT strengthen their positions among the best schools in the country.

f) In the first instance, CAT will do this by:

- ensuring good communications throughout the organisation and each Hub and School;
- promoting mutual understanding between the CAT family of schools, CAT Hubs, CAT management, CAT staff and their union representatives, and Local Governing Bodies;
- addressing issues of concern to CAT staff and management;
- providing user-friendly policies and procedures to deal with personnel issues;
- maintaining and reviewing fair terms and conditions of employment; and
- constantly seeking effectiveness and efficiency in our communication and ways of working.

## Parties, Coverage and Definitions

1. CAT recognises the following trade unions for individual and collective representation, consultation and negotiation purposes:
  - ASCL; ATL; GMB; NAHT; NASUWT; NUT; UNISON; UNITE; and VOICE
2. This recognition agreement applies in respect of CAT employees in the following categories:
  - teaching staff (ASCL, ATL, NAHT, NASUWT, NUT and VOICE); and
  - support and other professional school staff (GMB, UNISON and UNITE).
3. Throughout this agreement, the following definitions apply:
  - “CAT” means Community Academies Trust plus the Hub Governing Body, Local Governing Body, governing or other bodies responsible for the running of individual CAT Schools and other persons or bodies having responsibility for the management of individual CAT Schools;
  - “The trade unions” means the recognised trade unions as listed above.

## Principles and Objectives

4. CAT 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 CAT responsibility to plan, organise and manage the delivery of education to the students at CAT Schools.
7. CAT recognises the trade unions’ right to represent and protect the interests of their members employed in CAT Schools both individually and collectively.

8. CAT 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. CAT 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.
11. Trade union representatives will be appointed in accordance with the rules of the individual trade unions concerned. The trade unions will inform CAT Schools Headteachers in writing of the names of their appointed representatives.
12. The numbers of trade union representatives appointed shall be a matter for each union; however the trade unions agree that the numbers shall be reasonable in relation to the number of members represented. CAT 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. The trade union will provide the member with any requested representation as soon as possible and normally within five working days of such a request.
14. CAT 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. Where possible, CAT agrees to provide 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 school 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**

In order to make sure the quality of learning and teaching is not diluted, both parties will take all reasonable steps to minimise impact on students learning. Subject to ensuring this CAT will:

16. Permit employees who are trade union representative’s 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. Where a trade union representative has to undertake duties in a non-CAT school, this will be subject to appropriate funding.
18. Permit employees who are trade union representatives 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 CAT Schools Headteachers as possible of the need for such time off and no reasonable request will be denied.

19. Seek to ensure that all meetings convened by CAT and involving trade union representatives take place within their normal working hours.
20. CAT will participate in arrangements within the local authority area(s) with regard to trade union facilities time; and agrees both to contribute to pooled funding for time off with pay for trade unions' local officers and to provide reasonable time off with pay to any of its employees who undertake trade union duties in that capacity.
21. CAT 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. CAT 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.

### **Other Facilities for Trade Union Representatives**

22. CAT Schools will take all reasonable steps to provide the following 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, email facilities and computing and photocopying facilities;
  - reasonable access to administrative services;
  - secure office/storage space; and
  - individual notice boards in all staff rooms;

### **Trade Union Meetings**

23. CAT 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 CAT Schools Headteachers. CAT 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.
24. CAT 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 CAT Schools Headteachers when seeking consent for such meetings. CAT will not unreasonably withhold such consent to such meetings.

### **Time Off For Trade Union Activities**

25. CAT 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**

26. CAT will not take disciplinary action against a trade union representative until an employed official of that trade union has been consulted. Should disciplinary action be necessary against a trade union representative, CAT will follow the relevant policy and procedures.

## National and School Joint Committees

27. CAT 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.
28. CAT and the trade unions agree to set up Joint Committees at national and local level, consisting of representatives of both sides, to undertake the following functions:
- the provision and sharing of information by the trade unions and CAT;
  - consultation and negotiation on employment procedures and working and organisational arrangements on the issues listed below
  - consultation on professional issues
29. Before implementing any changes in employment procedures, working and organisational arrangements, CAT will undertake consultation and negotiation with trade union representatives through the joint committees.
30. For national negotiations of statutory employment policies the committees will comprise of CAT Senior Management and the national trade union conveners.
31. For local negotiations of other matters the committees will comprise of CAT local Hub and school leader and local trade union conveners as appropriate.
32. The following matters shall, in particular but not exclusively, be considered in the following committees:

Matters for negotiation	National	Hub/School
Terms and conditions of employment	✓	
Staffing and pay structures	✓	
Employment policies and procedures	✓	
Matters of health and safety		✓
Operational issues affecting the deployment, security and prospects of staff		✓
Equal opportunities matters		✓
Staff training and development		✓

33. In regard to these items, the following will apply:
- a) where at the point of transfer national terms and conditions apply, CAT will employ all staff on the national terms and conditions for school teachers and support staff. These terms may only be amended by mutual agreement as set out in Paragraph 38;
  - b) where at the point of transfer terms and conditions apply that have been agreed with all unions, CAT will employ all staff on the agreed terms and conditions for school teachers and support staff. These terms may only be amended by mutual agreement as set out in Paragraph 38;

- c) where at the point of transfer, terms and conditions apply that have not been agreed with all unions, CAT will undertake, as part of this Agreement, to reach agreement with all unions on the terms and conditions for school teachers and support staff.

### Failure to Agree

34. CAT 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. Failure to agree at local level will escalate the matter to national level.
35. If CAT 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 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.
36. Whilst these procedures are being followed CAT will honour the status quo ante.

### Commencement, Review, Variation & Termination

37. This agreement will be jointly reviewed after one year from the date of signature.
38. 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.
39. 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 six months' notice of termination from CAT 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 six months' notice of withdrawal.

Signe on behalf of Community Academies Trust



Signed on behalf of the recognised Trade Unions

*Para Ford*

*Paula...*



*P. Keel...*

*B. Co...*

*M. H. O...*



*Shelley...*

*Deborah Simpson*



Date of signed agreement: 23 June 2017