

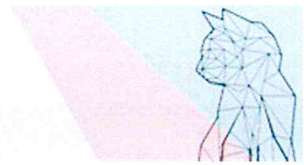
TCAT



JUNE 2017

**TRADE UNION
RECOGNITION
AGREEMENT AND
COLLECTIVE
AGREEMENT 2017**

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This Agreement is binding in honour only and is not intended to create legal relations between the parties.

The word 'Academies', used throughout, refers to all educational establishments which are part of The Challenge Academy Trust

1 Introduction

1.1 This Agreement between The Challenge Academy Trust (TCAT) and the signatory trade unions establishes machinery to consult and negotiate with staff through the recognised trade unions. TCAT recognises the joint unions as the body representing staff for the purposes of informing and consulting the workforce and for negotiation on the terms and conditions of employment for staff.

To enable the joint trades unions to effectively carry out their functions within this agreement TCAT commits to:

- i) Encourage new employees to join a trade union of their choice;
- ii) Notify the trade unions of new employees;
- iii) Encourage employees to become accredited trade union representatives;
- iv) Value the contribution of trade union representatives.

1.2 In accordance with the TUPE Regulations, trade union recognition rights for recognised trade unions are automatically transferred over when a maintained school or Sixth Form College becomes an Academy. This move to academy status, means that there is a need to clarify the specific working arrangements between the Unions and TCAT, particularly in respect of consultation and negotiation and facilities for union representatives. The terms of this Agreement provide that clarification and supersede all formal trade union recognition agreements and informal practices which transferred under TUPE. All unions represented on the JCNC will undertake to consult and inform union officials, as appropriate, in all local authorities where current formal trade union recognition agreements exist as to any revised arrangements.

1.3 The parties undertake to negotiate constructively with a view to reaching joint agreements which are acceptable to their respective constituents wherever possible and the intention of all meetings will be to reach an agreement on the issue(s) under consideration.

1.4 The signatories to this Agreement share, as their guiding principle, the need to ensure an environment which promotes education of the highest quality. This Agreement is intended to promote and assist in the establishment of:

- 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 education
- Avoidance or resolution of disputes wherever possible
- The ability for academies to be managed in an effective and non-bureaucratic manner
- The effective use of funding
- The fair and proper application of TUPE and all other employment law
- Effective health and safety practices
- Effective communication to all staff
- The participation and involvement of all staff

- 1.5 TCAT recognises the trade unions' right to represent, protect and advance the interests of their members employed in each TCAT establishment or directly by the Trust.

The trade unions recognise that it is the responsibility of TCAT and its academies to plan, organise and manage the delivery of high quality education to all its pupils.

2 Recognition

- 2.1 The following unions are recognised by TCAT for the purpose set out in the paragraph above:

For teachers:

- Association of School and College Leaders (ASCL)
- Association of Teachers and Lecturers (ATL)
- National Association of Headteachers (NAHT)
- National Association of Schoolmasters Union of Women Teachers (NASUWT)
- National Union of Teachers (NUT)

For support staff:

- Unison
- GMB

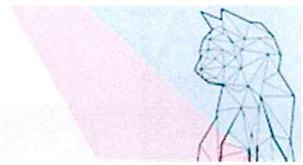
- 2.2 Other unions may be recognised in due course, where appropriate.

3 Structure for Consultation, Negotiation and Representation

- 3.1 Within TCAT consultation and negotiation will take place at three levels.

3.2 Trust-wide level

At TCAT level consultation and negotiation on terms and conditions issues will take place through the Joint Consultation and Negotiation Committee (JCNC). Such meetings will initially take place once per term. 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 JCNC.



3.3 **Academy-level**

Within each Academy, the Principal/Headteacher (and senior leaders) will schedule a termly meeting with trade unions representatives for the purpose of ensuring good ongoing relations through the discussion of relevant issues within the Academy.

Each Academy will be bound by the terms and conditions, and any other joint agreements reached at trust-wide level via the JCNC

3.4 **Individual level (representation)**

The Trust will continue to work constructively with local union representatives where issues are specifically about an individual in an academy. The Trust will work with local union officials and/or officers when staff need representation etc.

4 **Consultation and Negotiation at JCNC Level**

- 4.1 The recognised unions and TCAT will negotiate at the JCNC on a pay and conditions framework in line with national agreements for each type of academy and on any other issues that the parties mutually agree from time to time should be the subject of negotiations.

TCAT 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 for College Staff the "Lilac Book" and "Sixth Form College Red Book" commit to do so as long as these represent the best available and it is the desire of Academy employees to retain them. Annual Pay negotiations will match the relevant national settlement.

- 4.2 The parties undertake to negotiate constructively with a view to reach joint agreements on the harmonisation of policies over a reasonable time frame which are acceptable to their respective organisations wherever possible.

- 4.3 The following matters shall be the subject of consultation and/or negotiation between the recognised unions and TCAT in addition to each school and college where significant changes are proposed:

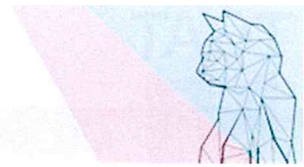
- Pay, including pay structure
- Hours and holidays
- Negotiating machinery and procedures
- Changes to existing, or creating new, collective agreements
- Employment policies and procedures, including disciplinary, capability and grievance procedures
- Health and safety
- Staff training and professional development
- Equality issues
- Operational issues affecting the deployment, security and prospects of staff
- Any other item which both sides agree to refer



- 4.4 The Trust will employ all staff on the national terms and conditions for schools teachers (STPCD & Burgundy Book) and support staff (NJC Green Book), and for College Staff (Lilac Book and Sixth Form College Red Book) where appropriate, examples of where this will not apply are consultants and agency employees.

5 Operation of the Agreement

- 5.1 The operation of this Agreement will be reviewed every two years by both sides in order that consideration can be given to the need for any change in the light of experience.
- 5.2 Either TCAT or any of the signatory unions may give six months' notice of their intention to withdraw from the Agreement.



Joint Consultative and Negotiating Committee for Staff in TCAT

Constitution

Title

1. The body shall be known as the Joint Consultative and Negotiation Committee for Staff in TCAT (JCNC).

Scope

2. The functions of the JCNC are specified under the 'Structure for Consultation and Negotiation' section of this Agreement and shall relate to all those working under contract, whether of employment or service, for TCAT.

Membership

3. The TCAT representatives shall normally be:
 - the Chief Executive
 - any Director with an interest in an agenda item
 - a representative from the external HR provider
 - Alternatives may be deputed from time to time.
4. The Trust may also invite a board member and the Trade Unions may invite full time/national officers where it is considered helpful to the agenda items.
5. The following trade unions shall represent staff and each is entitled to nominate one representative to the JCNC:

For teachers

- Association of School and College Leaders (ASCL)
- Association of Teachers and Lecturers (ATL)
- National Association of Headteachers (NAHT)
- National Association of Schoolmasters Union of Women Teachers (NASUWT)
- National Unions of Teachers (NUT)

For support staff

- Unison
- GMB



6. If any organisation referred to in the paragraph above fails to appoint representatives, this shall not invalidate the decisions of the JCNC. In the event of any organisation's representative being unable to attend any meeting of the JCNC or its committees, that organisation shall be entitled to appoint another representative to attend in his or her place. Additional Representatives may attend as observers with speaking rights but not voting rights with TCAT prior agreement.

Functions

7. The JCNC and its committees will, as set out in the 'Consultation and Negotiation at JCNC Level' section of this Agreement, negotiate on the pay and conditions framework and on any other issues that the parties mutually agree from time to time should be the subject of Group level negotiations.
8. The parties undertake to negotiate constructively with a view to reaching joint agreements which are acceptable to their respective organisations wherever possible. Agreements within the JCNC shall be communicated to the TCAT Board for ratification. The parties are committed to seeking to uphold and implement such agreements once ratified.

Information

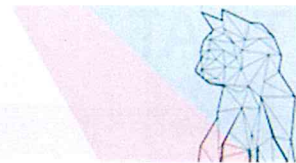
9. TCAT undertakes to supply the recognised unions with the necessary information for them to carry out effective consultation and negotiations. This shall include the organisation's employment policies and procedures and proposed amendments and additions.

Consultation

10. TCAT undertake to have proper consultation with staff through their trade unions to enable feedback and discussion before significant decisions are taken concerning matters directly affecting the interests of the staff. TCAT will additionally consult on the current situation, structure and probable development of employment in the organisation, especially any threat to employment and on any changes in work organisation or contractual relations in sufficient time to allow full and meaningful consultation to take place before such changes are implemented.

Procedure

11. **Committees and Sub-Committees**
 The JCNC will operate through one committee. Sub Groups may meet as appropriate to discuss details of proposed changes to terms and conditions which only affect either teachers or support staff. Such Sub Groups will only be formed by joint agreement and will report back to the Group JCNC.
12. **Co-opted Members**
 The JCNC may co-opt or allow any Sub Group to co-opt such persons with special knowledge, not being members of the JCNC, as may serve the particular interest of the JCNC or its committees provided that person so co-opted serves only in a consultative and non-voting capacity.



13. **Chair**
The JCNC will be chaired alternatively by a representative of TCAT (the Chief Executive or their nominee) and the Trade Unions.
14. **Officers**
TCAT and the collective trade unions will each appoint a Secretary to work together on business relating to the JCNC and for any Sub Groups of the JCNC.
15. **Meetings**
Ordinary meetings of the JCNC will take place as often as may be necessary as agreed in discussion between the parties, but at least once per term.
16. Special meetings may be called by the Chair, either on behalf of TCAT or in response to a formal request from JCNC 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 exceptional circumstances where the nature of the business fully justifies such a meeting. The meeting shall take place within 15 working days (Mon-Fri, excluding school holidays) of the requisition by the Chair.
17. The date of the meeting and the agenda will be agreed jointly following consultation with all constituents in advance by the Joint Secretaries.
18. **Notice of Meetings**
Agenda items will be agreed by the Joint Secretaries at least 15 working days before the meeting. All notices of meetings of the JCNC and any committees thereof shall normally be sent to the respective members at least 10 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.
19. **Funding**
The costs associated with hosting the meetings will be met by TCAT, including the travelling and other incidental expenses incurred by JCNC members employed by TCAT which will be reimbursed.
20. **Reports and Minutes**
TCAT will provide for meetings to be minuted and for draft minutes to be prepared. The Joint Secretaries will circulate a copy of the draft minutes of the proceedings for all meetings within 10 working days after the meeting. Such minutes shall be subject to approval by the JCNC at its next meeting.



Failure to agree

21. If TCAT 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. Both parties will seek to agree whether the referral shall be for conciliation or arbitration, and the Joint Secretaries shall be tasked with seeking agreement on the terms of the referral.
22. Whilst these procedures are being followed the Academy will honour the status quo ante.

Amendments to the Constitution

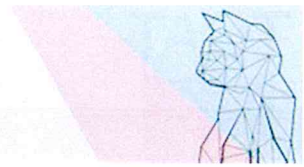
23. The Constitution shall be amended only with the agreement of both sides of the JCNC.

Facilities for Trade Union Representatives and Members

24. TCAT agrees to provide appropriate facilities to trade union representatives and members in order to enable them to discharge trade union duties and undertake trade union activity respectively and to facilitate the objectives of effective communication and consultation with employees and their representatives set out earlier in this Agreement.
25. TCAT will buy into facilities through the local authority where available subject to review contemporaneously with any review of this agreement.
26. The Trust will make arrangements for the deduction and transfer of union subscriptions through payroll.

Trade Union Representatives

27. For the purposes of this Agreement, the term 'trade union representatives' includes workplace representatives, health and safety representatives and learning representatives.
28. Trade union representatives will be appointed in accordance with the rules of the individual trade unions concerned. The trade unions will inform TCAT in writing of the names of their appointed representatives.
29. 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.
30. It is for each trade union to determine whether their representatives at the JCNC are employed officials or local representatives.



31. TCAT expressly values the contribution made by trade union representatives and their skills and experience and specifically undertakes that no trade union representatives will suffer detriment of any nature as a result of undertaking this vital role on behalf of trade union members.

Time off with pay for trade union representatives

32. TCAT recognises the statutory right of trade union representatives to reasonable time off with pay for the purpose of carrying out trade union duties. TCAT will not unreasonably withhold appropriate time off with pay, in particular time off for representatives to attend meetings convened by TCAT; 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 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/directed time. Trade union representatives will give as much notice as possible of the need for such time off.

33. TCAT will seek to ensure that all meetings convened by them or the individual Academy and involving trade union representatives take place within normal academy operating hours.
34. Where possible, TCAT will endeavour to accommodate individual requirements but never at the expense of provision of service to pupils and the wider community.
35. TCAT 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. TCAT 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 on receiving appropriate notification, notice and information relating to the courses provided.
36. It is agreed that any request for time off will be balanced against the effective running of the Academy and be judged against the impact that it will have on the efficient running of the organisation, especially with reference to the impact on learning and progress.



Other facilities for trade union representatives

37. TCAT will provide the following facilities to trade union representatives:
- Reasonable accommodation to hold meetings and to interview members in a confidential manner
 - Reasonable accommodation to hold pre-meetings prior to the JCNC meetings for up to one hour
 - A physical and where possible virtual notice board in each academy
 - Reasonable access to and reasonable free use of office space, confidential telephone, ICT facilities and photocopying facilities where available

Trade union meetings

38. TCAT will allow trade union members to hold meetings on the premises of each academy outside their normal working hours, including at lunch times and immediately before or following the end of the timetabled day. For support staff, permission for meetings during contracted hours will not unreasonably be withheld, taking account of the operational requirements of the Academy. The trade unions will give reasonable notice of all meetings to the Academy. TCAT 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, subject to being informed in advance.
39. In the event that a meeting is called at one of the TCAT sites, local union representatives are entitled to claim travel costs in line with the Trust's agreed expense policy.

Disciplinary action involving trade union representatives

40. TCAT will not take disciplinary action against a trade union representative until an employed official of that trade union has been informed.







End.



**TRADE UNION RECOGNITION AGREEMENT
AND COLLECTIVE AGREEMENT 2017**



Signatories to the Agreement

Organisation	Signature	Full name
ASCL		John Fryett Regional Officer NW
GMB		DAVID SHINGLETON
NAHT		
NASUWT		MICHAEL RICHARD BURROWS
NUT/ATL		SHAWN EVERETT
UNISON		PAM HOWARD
TCAT		MATTHEW GRANT

This agreement is dated: 5 June 2017