



# Aspirations Academies Trust

in association with AUI and QSA

## Aspirations Academies Trust Trade Union Recognition Agreement

Version control	
2016-04-29	Incorporates minor amendments suggested by NASUWT and agreed in principle at the April 2016 NJC meeting. Note: previous version can be viewed on version 2015-10-05.

### **PART 1**

#### **1.1 Introduction**

- 1.1.1** This agreement between the Aspirations Academies Trust (Aspirations) and the signatory trade unions establishes machinery to consult and negotiate with staff through the recognised trade unions. Aspirations acknowledges the recognised trade unions as the body representing staff for the purposes of informing and consulting the workforce.
- 1.1.2** This agreement covers union recognition and machinery for consultation and negotiation on the terms and conditions of employment for staff in academies, other educational establishments and the Aspirations management team below Chief Executive level.

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

1.1.4 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 Aspirations' 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 Aspirations to compete in the market place;
- The ability for academies to be managed in an effective manner;
- The effective use of funding; and
- The proper application of TUPE.

1.1.5 Aspirations recognises the trade unions' right to represent and protect the interests of their members employed in each Aspirations Academy.

## **1.2 Recognition**

1.2.1 The following unions are recognised nationally for the purpose set out in this agreement.

### ***For teachers:***

- Association of School and College Leaders
- Association of Teachers and Lecturers
- National Association of Head Teachers
- NASUWT (The Teachers' Union)
- National Union of Teachers

### ***For support staff***

- GMB
- Unison
- Unite

1.2.2 Aspirations shall alert new employees of their right to join a union by incorporating within its standard contract of employment issued to new appointees a statement such as:

- It is recognised that it is to the mutual benefit of Aspirations and its employees for the employees to be represented by recognised trade unions. Details of the trade unions recognised by Aspirations are set out in the Aspirations Trade Union Recognition Agreement. A copy of this can be obtained from the Principal.

1.2.3 Aspirations shall make provision to enable trade union members to have union membership contributions deducted directly from salary.

### **1.3 Structure for Consultation and Negotiation**

#### **National level**

- 1.3.1** Consultation and negotiation will generally take place at a national level.
- 1.3.2** Consultation and negotiation on terms and conditions issues will take place through the National Joint Council (NJC). 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 NJC.

#### **Arrangements at district and academy level**

- 1.3.3** Occasionally there may be a need to consult and negotiate on matters at a district or academy level, for example on matters such as changes of staffing structure. It is unlikely that such matters shall arise regularly or frequently. Meetings between relevant managers of Aspirations and representatives of the recognised unions shall be arranged as needs arise.
- 1.3.4** For the purpose of ensuring good communication, the recognised unions shall provide Aspirations with details of the representatives for dealing with matters at each of its academies and districts. Any changes to these details to be communicated to the relevant Principal, Executive Principal and also the Aspirations Director of Human Resources.
- 1.3.5** Aside from the particular issues that may arise from time to time that are subject to consultation/negotiation arrangements as set out in 1.3.3, to promote good communication at individual academies the opportunity shall be provided on a termly basis for appropriate local representatives of the recognised unions to meet with the Principal and, as appropriate, other Aspirations managers.
- 1.3.6** 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 NJC for advice and resolution.

### **1.4 Consultation and Negotiation at National Level**

- 1.4.1** The nationally recognised unions and Aspirations will negotiate nationally at the NJC 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 these shall include those matters as listed in paragraph 1.4.3. The NJC shall also provide a basis for the provision and sharing of information by the trade unions and Aspirations.
- 1.4.2** The parties pledge themselves to negotiate constructively with a view to reaching joint agreements which are acceptable to their respective organisations.
- 1.4.3** The following matters shall be the subject of negotiation and consultation between the recognised unions and Aspirations:
- pay, including pay structure
  - 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 review arrangements;
- staff training and development;
- equal opportunities policies;
- staff amenities;
- reorganisation of staff and relocation;
- negotiating machinery and procedures;
- employment policies and procedures;
- significant changes to working practices that may affect the deployment and security of staff;
- any other item which both sides agree to refer.

**1.4.4** Each Aspirations Academy and its staff will be bound by those terms and conditions that are agreed by the NJC.

**1.4.5** Before implementing any changes in policies and procedures relating to the matters identified in 1.4.3, Aspirations will undertake consultation with trade union representatives through the NJC.

**1.4.6** Other than where it has established alternative provisions already, Aspirations intends to continue to implement the outcomes of the national pay arrangements with respect to salary spines and identified maximum/minimum values of nationally recognised designated positions (e.g. "main scale teacher", "upper pay spine teacher"). Reference to national pay arrangements in this context means The School Teachers Pay and Conditions Document for teaching positions and agreements made by the National Joint Council for Local Government Services for support staff positions. Should Aspirations wish to disapply this principle or should the national pay arrangements change, Aspirations will consult and where appropriate, negotiate with the trade unions before any changes in employees' terms and conditions take effect.

## **1.5 Operation of the Agreement**

**1.5.1** 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. Either Aspirations or the signatory unions may give six months' notice of their intention to withdraw from the agreement.

## **PART 2**

### **National Joint Council for Staff in Aspirations Academies**

#### **Constitution**

##### **2.1 Title**

**2.1.1** The body shall be known as the National Joint Council for Staff in Aspirations Academies (the NJC).

##### **2.2 Scope**

**2.2.1** The functions of the NJC as specified in the 'National Negotiations' section of this agreement shall relate to all staff employed by Aspirations.

##### **2.3 Membership**

**2.3.1** The Aspirations representatives shall normally be the Chief Executive, the Director of Finance and Operations and the Director of Human Resources, although alternates may be deputed from time to time.

**2.3.2** The following trade unions shall represent staff:

- Association of School and College Leaders
- Association of Teachers and Lecturers
- GMB
- National Association of Head Teachers
- NASUWT (The Teachers' Union)
- National Union of Teachers
- Unison
- Unite

**2.3.3** If any organisation referred to in paragraph 2.3.2 above fails to appoint representatives, this shall not invalidate the decisions of the NJC.

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

##### **2.4 Functions**

**2.4.1** The NJC 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.

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

**2.4.3** Agreements within the NJC shall be communicated to the Aspirations Board and to constituent organisations for ratification. The parties are committed to seeking maximum support and adherence to such agreements once ratified.

## **2.5 Information**

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

## **2.6 Consultation**

- 2.6.1** Aspirations undertakes to have proper consultation with the representatives of the recognised trade unions to enable feedback and discussion before decisions are taken concerning matters directly affecting the interests of the staff. Aspirations 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.

## **2.7 Procedure**

### **2.7.1 Committees and Sub-Committees**

- 2.7.1.1** The NJC 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 national NJC.

### **2.7.2 Co-opted Members**

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

### **2.7.3 Chair**

- 2.7.3.1** Meetings of the NJC will be chaired by Aspirations.

### **2.7.4 Officers**

- 2.7.4.1** Aspirations and the trade unions will each elect Joint Secretaries for the NJC and for any sub-groups of the NJC. It will be for each side to determine the Secretary for their side. This will not remove the responsibilities of the individual constituents.

### **2.7.5 Meetings**

- 2.7.5.1** Ordinary meetings of the NJC 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).

- 2.7.5.2** Special meetings may be called by the Chair, either on behalf of Aspirations or in response to a formal request from NJC 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.

**2.7.5.3** The date of the meeting and the agenda will be agreed jointly following consultation with all constituents in advance by the Joint Secretaries.

#### **2.7.6 Notice of Meetings**

**2.7.6.1** Agenda items will be agreed by the Joint Secretaries at least 10 working days before the meeting. All notices of meetings of the NJC and any committees thereof shall normally be sent to the respective members at least 5 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 the Aspirations Head Office.

#### **2.7.7 Funding**

**2.7.7.1** Aspirations will host all meetings of the NJC and committees. Travel and other incidental expenses incurred by NJC members will be borne by their organisations.

#### **2.7.8 Reports and Minutes**

**2.7.8.1** The Joint Secretaries shall 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 NJC at its next meeting.

#### **2.7.9 Amendments to the Constitution**

**2.7.9.1** The Constitution shall be amended only with the assent of both sides of the NJC.

#### **2.7.10 Decision-Making**

**2.7.10.1** The aim of each meeting of the NJC is to reach agreement on the issue(s) under consideration.

**2.7.10.2** Both sides will be invited to confirm their agreement to the proposed outcome. Where both sides are in agreement, a decision will be communicated to the Aspirations Board and trade unions recommending ratification and implementation.

**2.7.10.3** When despite all best efforts agreement cannot be reached then, prior to the matter being determined by the Aspirations Board, the assistance of ACAS may be sought to provide conciliation and/or arbitration. Either side may request that a matter is referred to ACAS for conciliation. Only in the event of agreement by both sides shall a matter be referred to ACAS for arbitration.

## **PART 3**

### **Facilities for Trade Union Representatives and Members**

Aspirations agrees to ensure that appropriate facilities are available to trade union representatives and 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 with employees and their representatives set out earlier in this agreement.

Aspirations will consider specific facilities arrangements periodically in consultation with the recognised unions. The arrangements will be summarised in a document to be appended to the Trade Union Recognition Agreement.



**Signed on behalf of Aspirations Academies Trust**

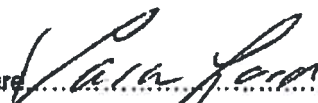
Signature.....

Name.....

Date.....

**Signed on behalf of the Trade Unions**


**Signed on behalf of ASCL**

Signature..... 

Name..... SARA GKO

Date..... 14 July 2016

**Signed on behalf of ATL**

Signature..... 

Name..... PAUL MARTHUR Senior Regional Official

Date..... 14/7/16

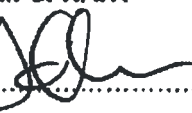
**Signed on behalf of GMB**

Signature..... 

Name..... SHARON WOLDE

Date..... 24/3/14

**Signed on behalf of NAHT**

Signature..... 

Name..... JOHN HACKETT

Date..... 20/09/2016

Signed on behalf of NASUWT

Signature..... *J. Reeve* *pp Chris Keates*  
Name..... *JOHN REEVE*  
Date..... *14/07/16*

Signed on behalf of NUT

Signature..... *H. Fowler* *pp Martin POWELL - DAVIS*  
Name..... *Han Fowler on behalf of Martin Powell - DAVIS*  
Date..... *14/07/16 (originally signed 16/6/16)*

Signed on behalf of Unison

Signature..... *J. Richards*  
Name..... *Jon RICHARDS*  
Date..... *20/9/16*

Signed on behalf of Unite

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

## **Appendix 1**

**This document has been prepared in accordance with Part 3 of the Aspirations Academies Trust Trade Union Recognition Agreement**

### **1 Trade Union Representatives**

- 1.1 For the purposes of this agreement, the term "trade union representatives" includes local trade union officers representing members employed by Aspirations and workplace representatives, health and safety representatives and learning representatives employed by Aspirations.**
- 1.2 Trade union representatives will be appointed in accordance with the rules of the individual trade unions concerned. The trade unions will inform Aspirations in writing of the names of their appointed representatives.**
- 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.**
- 1.4 Aspirations acknowledges that it has no part in deciding on the union representative to be assigned to support a member of that union in any case.**
- 1.5 Aspirations undertakes that no trade union representatives employed by Aspirations will suffer any disadvantage as a result of undertaking this role on behalf of trade union members.**

### **2 Time off for trade union representatives**

- 2.1 Aspirations recognises the statutory right of trade union representatives to reasonable time off with pay for the purpose of carrying out trade union duties.**
- 2.2 The preferred approach of Aspirations is for local representation at a district level from Aspirations employed staff rather than paying into local authority pooled arrangements. Accordingly Aspirations will be supportive of the recognised unions in trying to recruit these representatives.**
- 2.3 Aspirations recognises that it may not be possible for the unions to recruit sufficient representatives in each district. In these situations, Aspirations would be willing to pay reasonable expenses to an employer outside the Trust for the release of a staff member who was an accredited trade union representative in order for that person to undertake trade union duties relating to Aspirations. Such arrangements would be negotiated locally.**
- 2.4 At individual establishment level, Aspirations will additionally provide reasonable time off with pay to trade union representatives employed by Aspirations in order to allow them to undertake relevant trade union duties they are required to undertake in that role. Aspirations will not unreasonably withhold appropriate time off with pay, in particular time off for representatives to prepare for and/or attend meetings convened by the Aspirations or to prepare for and/or attend meetings or 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 when requesting such time off. Such requests should be in writing, setting out:

- a) the reason for such time off;
- b) the date, time and duration.

2.5 Trade union representatives should, wherever possible, have regard to the need to minimize the impact of absences on academy timetables and other Aspirations operations.

2.6 Aspirations will seek to ensure that all meetings convened by Aspirations or individual Aspirations establishments and involving trade union representatives take place within normal academy operating hours and will, where appropriate, pay reasonable travel expenses for trade union representatives employed by Aspirations for their attendance at such meetings.

2.7 Aspirations 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. Aspirations will permit workplace trade union representatives employed by Aspirations reasonable time off with pay to attend relevant training courses run by their trade unions or by other appropriate bodies.

2.8 In circumstances where employees of Aspirations hold roles with their trade union that involve representation of trade union members who are not employees of the Aspirations, Aspirations will permit time off to those employees to fulfil union duties in respect of those non-Aspirations employees. Subject to the whole costs associated with this time off from work being fully met by the relevant trade union or other relevant third party organisation, Aspirations will grant such time off as paid absence. In cases where the employee's trade union role requires attendance at the relevant union's national conference, paid time off would normally be granted for the employee to attend the conference even if the costs of the absence are not fully met by the union or other third party.

### **3 Other facilities for trade union representatives**

3.1 Aspirations 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;

### **4 Trade union meetings**

4.1 Aspirations 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 individual establishment. Aspirations 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.

4.2 In addition to the provisions for meetings as set out in 4.1, Aspirations will consider any request made by trade union members or their representatives to hold meetings

within normal working hours. Aspirations shall not unreasonably withhold agreement to any such request.

**5 Disciplinary action involving trade union representatives**

- 5.1 Aspirations will not take disciplinary action against a trade union representative until an employed official of that trade union has been consulted.**