



**EVERYONE MATTERS
SCHOOLS TRUST**

Trade Union Recognition Agreement and Collective Agreement

Everyone Matters Schools Trust



May 2023

HEAD OFFICE
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COMPANY NO: 10455406 10455406

TRADE UNION RECOGNITION AND COLLECTIVE AGREEMENT

This agreement is binding in honour only and is not intended to create legal relations.

As at the date of this Agreement, The Everyone Matters Schools Trust has one academy within its Trust. However, it is the intention of The Everyone Matters Schools Trust to bring more academies within its Trust and the word 'Academies' has therefore been used throughout this Agreement in order to incorporate all the educational establishments that may be under The Everyone Matters Schools Trust in the future.

1. INTRODUCTION

1.1 This Agreement between The Everyone Matters Schools Trust and the signatory trade unions establishes machinery to consult and negotiate with staff through the recognised trade unions.

1.2 The Everyone Matters Schools Trust 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.

1.3 In accordance with the TUPE Regulations, trade union recognition rights for recognised trade unions are automatically transferred over when a maintained school becomes an Academy. This move, from direct LA control to academy status, means that there is a need to clarify the specific working arrangements between the Unions and the Everyone Matters Schools Trust, 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 and collective agreements and informal practices which transferred under TUPE.

1.4 The parties undertake to negotiate constructively with a view to reaching joint agreements which are acceptable to their respective constituents wherever possible and the purpose of all meetings will be to reach agreement on the issue(s) under consideration. 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. 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 manner.
- The effective use of funding.
- The fair and proper application of TUPE and all other employment law.
- Effective Health & Safety practices.
- Effective communication.

- The participation and involvement of all staff.
- 1.5 The Everyone Matters Schools Trust recognises the trade unions' right to represent and protect the interests of their members employed by The Everyone Matters Schools Trust. The trade unions recognise that it is the responsibility of The Everyone Matters Schools Trust and its Academies to plan, organise and manage the delivery of high quality education to its students.

2. RECOGNITION

2.1 The following unions are recognised by The Everyone Matters Schools Trust for the purpose set out in the paragraph above.

2.2 For teachers:

- National Education Union (NEU)
- Association of School and College Leaders (ASCL)
- National Association of Headteachers (NAHT)
- NASUWT – The Teachers' Union

2.3 For support staff:

- Unison
- ASCL
- GMB

2.4 Other unions may be recognised in due course where appropriate.

3. STRUCTURE FOR CONSULTATION AND NEGOTIATION

3.1 Within The Everyone Matters Schools Trust, consultation and negotiation will take place at two levels.

3.2 At a Trust wide level, consultation and negotiation on terms and conditions issues will normally take place once a term. Where necessary, additional communication will take enable consultation to take place between the meetings.

3.3 At Academy level, consultation and negotiation will take place through an Academy Joint Consultative Committee (JCC). The right to representation on the Academy JCC will mirror representation on the JCNC body. Meeting arrangements and the conduct of business by the Academy JCC will be agreed and determined by the Academy JCC. Normally such meetings will take place once per term. Each Academy will be bound by the terms and conditions agreed by the JCNC but the Academy JCC will be responsible for discussions on the application of agreed local discretion on employment provisions. Each Academy JCC will also be expected to have discussions on professional issues that may arise within each academy, e.g. Teaching and Learning matters.

3.4 However, the parties agree that whilst The Everyone Matters Schools Trust only has one Academy, the JCNC will double as the JCC.

4. CONSULTATION AND NEGOTIATION AT JCNC LEVEL

- 4.1 The recognised unions and The Everyone Matters Schools Trust will consult and negotiate at the JCNC on a pay and conditions framework and on the matters listed in 4.3.
- 4.2 The parties undertake to negotiate constructively with a view to reaching joint agreements 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 The Everyone Matters Schools Trust:
- Pay, including pay structure / Pay Policy
 - Hours and holidays
 - Negotiating machinery and procedures
 - Employment policies and procedures, including disciplinary, capability, grievance, and Equal Opportunities
 - Health and Safety Policy
 - Staff Training and Development policy
 - Redundancies and Restructures
 - Equality Issues
 - Behaviour issues including behaviour policy

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 The Everyone Matters Schools Trust or any of the signatory unions may give 6 months' notice of their intention to withdraw from the Agreement. Either party may seek to use ACAS to conciliate any dispute between the parties relating to either party showing an intention to withdraw from this Agreement.

6. JOINT CONSULTATIVE AND NEGOTIATING COMMITTEE FOR STAFF IN THE EVERYONE MATTERS SCHOOLS TRUST

- 6.1 The body shall be known as the Joint Consultative and Negotiation Committee for Staff in The Everyone Matters Schools Trust.
- 6.2 The functions of the JCNC are specified under the 'Structure for Consultation and Negotiation' section of this Agreement and shall relate to all staff employed by The Everyone Matters Schools Trust
- 6.3 The Everyone Matters Schools Trust representatives shall normally be senior leaders with appropriate authority to address the issues under consultation and may include the Chief Executive Officer along with the Trust Director of Business and Finance], although alternatives may be deputed from time to time. The following trade unions shall represent staff and each is entitled to nominate one trained representative to the JCNC:

6.3.1 For teachers

- National Education Union (NEU)
- Association of School and College Leaders (ASCL)
- National Association of Headteachers (NAHT)
- NASUWT – The Teachers’ Union

6.3.2 For support staff

- Unison
- GMB
- ASCL

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

6.3.4 In the event of any trade union representative being unable to attend any meeting of the JCNC, that union shall be entitled to appoint another trained union representative to attend in their place.

6.4 Functions - The JCNC will, as set out in the ‘Negotiation and Consultation at JCNC Level’ section of this Agreement, negotiate on the pay and conditions framework and the issues listed earlier in this document.

6.4.2 The parties undertake to negotiate constructively with a view to reaching joint agreements which are acceptable to their respective organisations wherever possible. The parties are committed to seeking to uphold and implement such agreements once ratified.

6.5 Information - The Everyone Matters Schools Trust undertake 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.

6.6 Consultation and/or Negotiation - The Everyone Matters Schools Trust undertake to have proper consultation with staff through their trade unions to enable feedback and discussion before decisions are taken concerning matters directly affecting the pay, terms and conditions of employment for staff. The Everyone Matters Schools Trust 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.

6.7 Procedure

6.7.1 Committees - The JCNC will operate through one committee. Where necessary, additional communication will take place between meetings, for example to follow up on issues raised in the JCNC meetings or to enable consultation / negotiation to take place between the meetings. Sub Groups may also meet as appropriate in order 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 JCNC.

- 6.7.2 Co-opted Members - The JCNC may co-opt or allow any Sub Group to co-opt or allow communication with such persons with special knowledge, not being members of the JCNC, as may serve the particular interest of the JCNC.
- 6.7.3 Chair - The JCNC will be chaired by a representative of The Everyone Matters Schools Trust, normally the Chief Executive Officer, although others may deputise.
- 6.7.4 Officers - The Everyone Matters Schools Trust 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.
- 6.7.5 Meetings - Ordinary meetings of the JCNC will take place once a year unless it is agreed between the parties for the meeting to be held more frequently.
- 6.7.6 Extraordinary meetings - Extraordinary meetings may take place if both parties are in agreement of this. They will be called by the Chair, either on behalf of The Everyone Matters Schools Trust or in response to a formal request from JCNC members representing at least two union on the staff side. 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 extraordinary 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.
- 6.7.7 Meeting date and Agenda - The dates of meetings will be calendared by the Chair, following consultation, at the start of the academic year to enable all constituents to plan. The Agenda items will be agreed by the Joint Secretaries at least 10 working days before the meeting.
- 6.7.8 Notice of meetings - All notices of meetings of the JCNC shall normally be sent to the respective members at least 10 working days before the date of the meeting . Such notices will contain the agreed Agenda and any supporting papers and the time for the start of the meeting and its anticipated duration.
- 6.7.9. Funding - The costs associated with hosting the meetings will be met by The Everyone Matters Schools Trust with such meetings taking place at one of its sites. The travelling and other incidental expenses incurred by JCNC members will be borne by the organisations of the respective members
- 6.7.10 Reports and Minutes - A minute taker will be nominated at the start of each meeting and draft minutes will be prepared by the nominated minute taker and circulated within 5 working days after the meeting, wherever possible. Such minutes shall be subject to approval by the JCNC at its next meeting.
- 6.8 Amendments to the Constitution - The Constitution shall be amended only with the agreement of both sides of the JCNC. All parties will be invited to confirm their agreement to the proposed outcome.
- 6.9 Agreement- The Everyone Matters Schools Trust, as the employer, retains the right to make the final decision to be communicated to staff and trade unions recommending ratification and implementation.

- 6.9.1 The Everyone Matters Schools Trust 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.
- 6.9.2 If The Everyone Matters Schools Trust 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 must determine that a matter is referred to ACAS for conciliation before the matter is referred. Both parties must subsequently agree, where necessary, that a matter is referred to ACAS for arbitration. Both parties must agree before the referral is made to ACAS for conciliation or arbitration.
- 6.9.3 If this procedure is instigated and agreed by both parties, The Everyone Matters Schools Trust will honour the status quo until it is resolved. However, nothing in this agreement shall prevent The Everyone Matters Schools Trust from making the final decision on an issue and progressing it.

7. TRADE UNION REPRESENTATIVES

- 7.1 For the purposes of this Agreement, the term 'trade union representatives' are accredited officers.
- 7.2 Trade union representatives will be appointed in accordance with the rules of the individual trade unions concerned. The trade unions will inform The Everyone Matters Schools Trust in writing of the names of their appointed representatives.
- 7.3 The numbers of trade union representatives appointed to attend the JCNC 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. This will not usually be more than one representative per union unless there are exceptional circumstances, it is agreed in advance of the meeting by both parties and is not to the detriment to the operation of The Everyone Matters Schools Trust, for example if this would cause teachers to miss lessons.
- 7.4 The Everyone Matters Schools Trust undertake that no trade union representatives will suffer any disadvantage as a result of undertaking this role on behalf of trade union members.

8. TIME OFF WITH PAY FOR TRADE UNION REPRESENTATIVES

- 8.1 The Everyone Matters Schools Trust recognise the statutory right of trade union representatives to reasonable time off with pay for the purpose of carrying out trade union duties, including union learning representative duties. The Everyone Matters Schools Trust will not unreasonably withhold appropriate time off with pay, in particular time off for representatives to attend meetings convened by the Academy; reasonable time off for representatives to prepare for and/or attend meetings or consult with employed officials of their union; and reasonable time off for trade union representatives to attend the annual conferences and other policy - making conferences of their trade unions as a delegate. Such time off with pay will normally be during 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.

- 8.2 Trade union representatives will give as much notice as possible of the need for such time off. The Everyone Matters Schools Trust will seek to ensure that all meetings convened by the trust and involving trade union representatives take place within normal academy operating hours.
- 8.3 Any issues, on either side, with the granting of reasonable paid time off to undertake trade union duties should be referred to the JCNC. Where possible The Everyone Matters Schools Trust will endeavour to accommodate individual requirements but never at the expense of provision of service to students and the wider community.

9. OTHER FACILITIES FOR TRADE UNION REPRESENTATIVES

- 9.1 The Everyone Matters Schools Trust 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
 - Reasonable access to and reasonable free use of confidential email and computer facilities, using the official trade union email account
 - Academy representatives will be provided with lists of new staff within their Academy

10. TRADE UNION MEETINGS

- 10.1 The Everyone Matters Schools Trust will allow trade union members to hold meetings on the premises outside their normal working hours, following the end of the working day and in line with the school calendar. The trade unions will give reasonable notice of such meetings to the Academy. The Everyone Matters Schools Trust will not unreasonably seek to place restrictions on the frequency or duration of such meetings or to the attendance of trained officers or local representatives of the trade union at such meetings, subject to the Principal of the relevant Academy being informed in advance.

11. DISCIPLINARY ACTION INVOLVING TRADE UNION REPRESENTATIVES

- 11.1 The Everyone Matters Schools Trust will not take disciplinary action against a trade union representative until an employed officer of that trade union has been informed.

SIGNATURES

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THE EVERYONE MATTERS SCHOOLS TRUST

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NEU

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NASUWT – The Teachers’ Union

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NAHT

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ASCL

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UNISON

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GMB