



THE SALTERNS ACADEMY TRUST: ADMIRAL LORD NELSON SCHOOL

**TRADE UNION/PROFESSIONAL ASSOCIATION RECOGNITION AND PROCEDURE FOR
CONSULTATION AND NEGOTIATION**



CONTENTS	PAGE NUMBER
1. Definition of Consultation	3
2. Scope	2
3. Objectives/Purpose	3
4. Consultation and Negotiation mechanism	4
5. Appointment of Trade Union and Other Staff Representatives	4
6. Facilities for Trade Union Representatives	4
7. Disputes	5
8. Variation	5
Appendices:	
Appendix 1: Constitution and Function of the JCNC	7
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Date modified:	October 2018
Modified by:	
Review date:	

This agreement comes into effect on {DATE}.

1. Definition of Consultation:

Consultation is defined as the process by which management and employees and their representatives jointly examine and discuss issues of mutual concern - a genuine exchange of views and information, but where management make the final decisions.

2. Scope

- 2.1 The Local Governing Body of Admiral Lord Nelson School ("the School") agree to recognise the following Trade Unions and Professional Associations ("the Trade Unions") for the purposes of consultation and negotiation, and related matters, in respect of all staff employed by the School:

In respect of Teaching staff:

- The Association of School and College Leaders (ASCL)
- The National Association of Head Teachers (NAHT)
- NASUWT - The Teachers' Union (NASUWT)
- The National Education Union (NEU)
- Voice (previously Professional Association of Teachers, PAT)

In respect of Support staff:

- General Municipal Boilermakers (GMB)
- UNISON
- UNITE

3. Objectives/Purpose

- 3.1 The purpose of this agreement is to promote and assist in:

- the establishment of harmonious staff relationships;
- the effective delivery of services provided by the School;
- effective consultation regarding terms and conditions of employment including pay and policies affecting employment;
- effective communication;
- good practice in relation to health and safety.

- 3.2 The Trade Unions recognise that it is the School's responsibility to plan, organise and manage the delivery of education to students in the School. In turn, the School recognises the Trade Unions' right to represent and protect interests of their members employed by the School both individually and collectively. The School believes that fully representative associations facilitate good industrial relations, and therefore undertakes to encourage employees to belong to Trade Unions. The School will provide the trade unions with the names and work locations of new employees, when requested.

- 3.3 The School and 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.

4. Consultation and Negotiation mechanism

- 4.1 The School, its staff and Trade Unions agree to set up a Joint Consultation and Negotiation Committee (JCNC) and shall consult together on matters that are of direct concern to employees (collectively) and the School. The constitution and function of the JCNC are contained at Appendix 1.

5. Appointment of Trade Union and Other Staff Representatives

- 5.1 For the purposes of this agreement, the term "trade union representatives" includes workplace representatives, health and safety representatives, and union 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 the School in writing of the names of their appointed representatives.
- 5.3 There will be a maximum of one representative per recognised union and their appointment shall be a matter for each union.
- 5.4 There will be one health and safety representative and one union learning representative for the School who shall represent all recognised unions.
- 5.5 The School undertakes that no trade union representatives will suffer any disadvantage as a result of undertaking this role on behalf of trade union members.

6. Facilities for Trade Union Representatives

- 6.1 The School agrees to make reasonable facilities available to Trade Union representatives in order to enable them to discharge their union duties and undertake trade union activity in relation to the School, and to facilitate the objectives of effective communication and consultation with employees and their representatives set out in this agreement.
- 6.2 The Trade Unions are responsible for informing the Chair of the JCNC who is the nominated representative for that Trade Union.

Time off with pay for Trade Union representatives (in line with the objective stated in 2.2)

- 6.3 The School will permit the nominated 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 and activities. This includes time to seek advice from Local or National Officials and time to prepare for meetings.
- 6.4 The School will permit reasonable time off with pay for nominated representatives to attend training to better equip them to fulfil their roles.
- 6.5 In all cases, such time off is subject to agreement between the Head Teacher and the representative in advance. Requests should give as much notice as possible, stating the nature of the business for which time off is required, the intended location, and the expected period of absence. Requests will not be unreasonably made by the representative, or unreasonably refused by the School.

Other facilities for Trade Union representatives

- 6.6 The School will provide the following facilities to Trade Union representatives:
- Reasonable accommodation, as and when available, to hold meetings and speak with members, both individually and collectively, in a confidential manner.
 - Reasonable access to telephone facilities with reasonable privacy.

- Use of fax and email, computing and photocopying facilities for the purpose of Trade Union communication. Paper and consumable materials used may be subject to a charge.
- Notice boards for the purpose of Trade Union communication, where available.
- Space on the School intranet, where available.
- All relevant documents, including those which provide information as to the structure and allocation of promoted posts applicable to the School, the articles of government, the funding agreement and documents that set out the pay, conditions of service and the regulations of the School which apply to the employees of the School.

7. Disputes

7.1 The School and the trade unions agree that any dispute on the interpretation of the negotiating agreement or any other matter will be referred initially to the JCNC for resolution. If the School 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.

8. Variation

8.1 The terms of this agreement may be reviewed at the request of either the School, Staff or the Trade Unions.

8.2 This agreement may be terminated by mutual agreement or by either party giving to the other a minimum of 3 months' notice in writing. Termination of this agreement does not affect the fact that the Trade Unions are recognised by the School.

Signed on behalf of the School:

Date:

Signed on behalf of The Association of School and College Leaders (ASCL):

Date:

Signed on behalf of The National Association of Head Teachers (NAHT):

Date:

Signed on behalf of NASUWT - The Teachers' Union (NASUWT):

Date:

Signed on behalf of The National Education Union (NEU)

Date:

Signed on behalf of Voice (previously Professional Association of Teachers, PAT):

Date:

Signed on behalf of General Municipal Boilermakers (GMB):

Date:

Signed on behalf of UNISON:

Date:

Signed on behalf of UNITE:

Date:

Signed on behalf of Other Staff Representative:

Date:

Appendix 1

Constitution and Function of the JCNC

1. Title

The Committee shall be known as the Joint Consultative and Negotiating Committee of ALNS or the ALNS JCNC.

2. Purpose of Committee

The Committee has been established to consult and negotiate on matters that are of direct concern to employees (collectively) and the School.

3. Membership

The membership of the JCNC will be as follows:

- One representative from each recognised Trade Union where the Trade Union chooses to send a representative.
- One representative from non-union staff (teaching and support staff).
- The Headteacher or his/her nominated representative (The Chair of the JCNC).
- The Chair of Governors or his/her nominated representative.
- Relevant members of the Senior Leadership Team or Governing Body for relevant topics, which shall be notified in advance.

Substitute representatives shall be permitted on both sides where necessary but each side shall seek to ensure that its nominated representatives attend all meetings.

4. Agenda

The Agenda will be organised by the Chair of the JCNC. All members of the JCNC will be given the opportunity to request items for the agenda. The agenda and relevant papers will be sent to all members at least 5 working days in advance of the meeting.

5. Minutes of meetings

Minutes of any meeting will be produced by a nominated individual and are subject to the approval of the Chair of the JCNC. Minutes will be circulated to members of the JCNC within 10 working days of the meeting. In the interests of open communication the minutes will be made available to all members of staff on the staff notice board. The agreed minutes will be submitted to the governing body for information.

6. Frequency and organisation of meetings

The JCNC will meet once per term. Dates for meetings will be agreed in advance and will fall within the normal working hours of the School but outside of the timetabled teaching day. If there are no relevant topics for discussion from either side, the meeting may be cancelled. Should an urgent issue arise between meetings, either party can give 10 working days notice of a need to meet with the topic for discussion.

A Clerk will be appointed who shall be responsible for liaising with all parties on matters such as dates of meetings, agreement of agendas and draft minutes, etc.

The quorum for all meetings shall be 2 members of the School's side and at least 2 members of the Trade Union side. All parties will strive to ensure that all diarised meetings are quorate.

7. Communication with staff

Once matters which are subject of consultation and negotiation have been concluded, staff will be informed of the outcome via the appropriate communication, depending on the nature of the topic. The method and content of communication will be agreed by all parties.

