

recognises that the future success of NAS depends on the commitment and involvement of its employees.

- 2.3 Both NAS and the unions wish to ensure that employment practices at NAS are conducted to the highest possible standards to enhance communication and participation within the financial resources available, equality of opportunity is offered to employees, and that the treatment of employees will be fair at all times.

3 General principles

- 3.1 NAS and the unions accept that the terms of this Agreement relates to Union members and does not apply to any other of the NAS's employees.

- 3.2 The unions and NAS accept that the terms of this Agreement are binding in honour and spirit but do not constitute a legally enforceable document.

- 3.3 The trade unions recognise that it is each school's responsibility to plan, organise and manage the delivery of education to the students at the school. In turn, the schools recognise the trade unions' right to represent and protect the interests of their members employed by the Trust both individually and collectively.

- 3.4 Both NAS and the unions accept the need for joint consultation in securing business and education objectives, and the important role of both NAS and the unions in this process.

- 3.5 Both NAS and the unions accept that good communication is essential to ensure that this Agreement works. NAS accepts in signing this Agreement that representation by the unions furthers good employee relations and agrees not to discourage NAS employees from belonging to the unions.

- 3.6 The terms of this Agreement will be governed by reference to current legislation and will be automatically varied in accordance with any changes to legislation.

4 Union representation

- 4.1 NAS will advise all new employees that it recognises the unions and provide contact details for the unions as part of the induction process.

- 4.2 NAS accepts that the unions members will elect representatives(workplace, health and safety and learning reps) in accordance with their rules to act as their spokespersons in representing their interests.

- 4.3 The unions agrees to advise NAS of the names of all elected representatives at the earliest opportunity ideally in writing within ten working days of their

election, and to inform NAS in writing of any subsequent changes, again at the earliest opportunity, ideally in writing within ten working days. The persons whose names have been notified to NAS shall be the sole representatives of the unions membership.

4.4 Trade union members shall be entitled to be represented by local representatives, or officers of the trade union in formal meetings. In instances where the representation is provided by anyone other than the local NAS school representative, the NAS School management should be informed in advance.

4.5 The Trust and its Schools undertake that no trade union representative will suffer any disadvantage as a result of undertaking this role on behalf of trade union members.

5 **Union meetings and other facilities**

5.1 Meetings of members may be held on NAS premises outside working hours with prior written agreement and at the convenience of NAS. The unions will be responsible for leaving the premises securely closed and locked as and when requested to do so.

5.2 The unions meetings may be held on NAS's premises during working hours provided that:

5.2.1 they are held at appropriate times to ensure minimum disruption to the daily operation of NAS business, eg lunch times;

5.2.2 they are meetings that are scheduled ahead as regular meetings and unions will provide NAS with a timetable of regular meetings at least three working days in advance of the first meeting; or

5.2.3 if not a regular meeting then the unions gives at least three working days' notice of the meeting;

5.2.4 where requested by NAS, the unions explains why such a meeting is necessary, if it is not a scheduled regular meeting. NAS agrees to provide reasonable facilities in line with ACAS Code of Practice to union representatives to enable them to discharge their duties

5.3 The unions representatives will be permitted up to one hour per week to perform routine union duties, subject to them having the consent of their line manager, the unions representatives will be allowed reasonable time off, subject to the consent of NAS, to carry out such duties, such consent not to be unreasonably withheld.

5.4 Local representatives should contact their Headteacher/Principal to request reasonable paid time off during working hours for participation in trade union activities, including time off for relevant trade union training and attendance at their trade union's annual conference.

5.5 The Trust will not initiate disciplinary processes involving a local representative until an officer of that trade union has been consulted.

6 **Grievances and disciplinary procedures**

6.1 NAS recognises unions' right to represent the interests of all or any members at all stages of the grievance and disciplinary procedures.

7 **Relationship between Trade Unions, JSCF and NAS**

7.1 NAS will meet with the trade unions two times a year to discuss and consult on strategic matters to do with teacher staff at the NAS. A written constitution governing these meetings is as set out in appendix 1

7.2 The NAS has set up a JSCF. The NAS may invite the representative of the teachers to represent the views of its members at this forum.

7.3 NAS recognises the unions as a trade union with which it will consult on the following on behalf of all the unions members:

7.4 The NAS will provide the trade unions with appropriate and reasonable 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.

7.5 The NAS and the trade unions agree to set up a Joint Consultative and Negotiation Committee (JCNC) consisting of representatives of both sides to undertake consultation and negotiation on the following:

pay;

annual leave;

hours of work

7.6 NAS will also advise [Union] members of the business situation at NAS, including its financial performance in progress against business plan.

8 Dispute resolution

The 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. If the 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. Either or both parties may determine that a matter is referred to ACAS for conciliation.

9 Variations

9.1 This Agreement may be amended at any time with the consent of both parties.

10 Termination

10.1 This Agreement may be terminated by either NAS or the unions on six months' written notice to the other and may be referred to ACAS in the first instance.

Mr Mark Lever, CEO NAS,

Date

Chris Keates, General Secretary, NASUWT

Date

Christine Blower, General Secretary, NUT

Date

CONSTITUTION NAS AND THE TEACHER'S UNION TRADE UNION AGREEMENT

1. Object

- 1 To establish an effective arrangement and forum for good employment relations for the promotion of joint participation and full and effective consultation in respect of the pay, hours and holidays of Staff as defined in the Agreement to which this constitution is annexed.

2. Meetings

- 2.1 The unions and the NAS shall meet every four months. An agenda will be prepared and agreed by both parties at least fourteen days before each meeting.
- 2.2 Special meetings can be called at the request of the Unions or the Employer and will be convened by way of fourteen days' notice unless otherwise agreed by both parties.

3. Scope

- 3.1 To consider issues on the pay, hours of work and holidays of Staff and such other matters as may from time to time be agreed between the parties.

4. Constitution

- 4.1 The Unions are each permitted to nominate up to three representatives to be present at each meeting with the management of the NAS.
- 4.2 Each party will endeavour to ensure that its nominated representatives attend each meeting. In cases where a nominated representative is unable to attend a meeting, a substitute representative may attend.
- 4.3 A meeting is only quorate when there is an equal number of representatives or substitutes of each party and that number is at least two from each party.