

## LONDON BOROUGH OF NEWHAM

### 1. JOINT CONSULTATION AND NEGOTIATION COMMITTEE

1.1 The local authority and the unions agree to set up a **Joint Consultative Negotiation Committee** (JCNC) consisting of representatives of both sides, working together on behalf of maintained schools. This document does not supersede the agreement currently in place corporately between the local authority and trade unions.

1.2 The JCNC shall be governed by a written constitution, a copy of which is attached to this agreement (Appendix 1).

1.3 The functions of the JCNC shall include: -

#### 1.3.1 Information

The local authority undertakes to supply the unions with the necessary information for it to carry out effective consultation and negotiation.

#### 1.3.2 Consultation

To have proper consultation with a view to reaching agreement with the recognised representatives of staff to enable feedback and discussion before decisions are taken concerning matters directly affecting the interests of the staff. These issues include:

- The employment policies/procedures and proposed amendments/additions.
- The day to day operation of employment policies and procedures
- Provision of staff amenities

#### 1.3.3 Statutory consultation on

- Redundancies
- TUPE transfers
- Health and safety

#### 1.3.4 Negotiation

To reach collective agreements on: -

- Disputes
- Conditions of service implications of policy developments

Any other matters that are not covered by collective national or local agreements adopted by the local authority and agreed by recognised Unions.

## **2. GRIEVANCES AND DISCIPLINE**

- 2.1 The local authority recognises the unions' right to represent the interests of all or any of its members at all stages during grievance and disciplinary procedures and to call in appropriately accredited union representatives who are not employees of the local authority wherever this is considered appropriate.
- 2.2 The local authority (via the school) undertakes to advise an employee facing disciplinary action to consult with his/her union representatives.
- 2.3 The unions' representatives will be permitted to spend reasonable paid time off during working hours, to discuss grievance or disciplinary matters with affected employees.
- 2.4 In order to resolve collective disputes arising from a failure to agree in the JCNC, the parties may, by agreement, refer the matter for resolution to a further meeting of the JCNC, which will, on such occasion, be attended by the Corporate Director of Children's Services.
- 2.5 Where a matter requires agreement and both sides still being unable to reach agreement, the matter may be referred to ACAS by either side for conciliation or, with the agreement of both sides, for arbitration. The outcome of any arbitration would be binding on both parties.
- 2.6 Whilst these procedures are being followed the local authority will honour the "Status Quo" and the unions will not enter into any form of industrial action.

## **3. VARIATIONS**

- 3.1 This agreement may be amended at any time with the agreement of all parties.
- 3.2 All parties agree to review the agreement on an annual basis to ensure it meets the needs of the local authority and the unions

## **4. TERMINATION**

- 4.1 The agreement may only be terminated by mutual consent or by 6 months' notice from either side. During the 6-month period ACAS may be involved in order to seek to reach a new agreement.

SIGNED ..... for (the local authority)

DATE .....

SIGNED ..... for (NEU)

DATE .....

SIGNED ..... for (*NASUWT*)

DATE .....

SIGNED ..... for (*NAHT*)

DATE .....

SIGNED ..... for (*ASCL*)

DATE .....

SIGNED ..... for (*GMB*)

DATE .....

SIGNED ..... for (*UNISON*)

DATE .....

SIGNED ..... for (*UNITE*)

DATE .....

## **APPENDIX 1**

### **CONSTITUTION OF NEWHAM COUNCIL AND JOINT UNIONS CONSULTATION NEGOTIATION COMMITTEE**

#### **1. TITLE**

The Committee shall be known as the 'Newham Council and Joint Unions Consultation Negotiation Committee', hereafter called the JCNC.

#### **2. AIMS**

The JCNC shall be the recognised committee for:-

- (i) working towards establishing harmonious employer/employee relations for maintained schools within the London Borough of Newham (hereafter called the Local Authority),
- (ii) negotiations on the condition of service implications of policy developments and the consideration of suggestions from the employees' side for the improvement of teachers and non-teaching staff conditions of service.

#### **3. MEETINGS**

- 3.1 Meetings of the JCNC shall be held 6 times a year (possibly twice per term), with a prepared agenda.

The agenda shall be agreed by the joint secretary from the union side and the employer's representative. The agenda shall provide for any other business of an urgent nature to be discussed.

- 3.2 Special meetings may be requested by either the unions or the local authority. Where it is agreed a meeting is necessary such meetings will be convened within a reasonable timeframe.

#### **4. SCOPE OF COMMITTEE**

The JCNC is authorised to consider and consult with a view to reaching an agreement and to enter into negotiation on those matters specified in Clause 1.3 of this document.

#### **5. CONSTITUTION**

- 5.1 There shall be an employer side and a union side.

- 5.2 The members of the JCNC from the employer side shall consist of the Director of Education, accompanied by a senior local authority officer) and the Head of Schools HR representing Newham Partnership Working.
- 5.3 The members of the JCNC from the union side shall consist of one branch representative of each of the unions. The Director of Education needs to be advised in advance of any meeting whether more than one branch member will be attending.
- 5.4 Each respective trade union and local authority will have the right to invite relevant experts to the JCNC to provide information.
- 5.5 Each side shall confirm the names of its members of the JCNC on an annual basis and inform the other of any changes prior to any meeting.
- 5.6 Each side shall make every effort to send its confirmed members to each meeting but substitution will be permitted on both sides where it cannot be avoided.
- 5.7 By agreement of the other side, staff and local authority will be entitled to have adviser(s) in attendance who will have speaking rights. Except in the case of special meetings each side shall give a minimum of seven days' notice to the other side of its wish to invite such adviser(s) to the meeting.
- 5.8 The Chairperson for each meeting of the JCNC shall be the Director of Education of the local authority. This may be delegated to a senior local authority officer.
- 5.9 The two sides shall each appoint a secretary who will be responsible for convening meetings and, preparing the agenda in consultation with both sides. Draft minutes shall be subject to the agreement of the Chairperson before being forwarded to the JCNC.
- 5.10 Meetings shall be judged to be quorate if the following members are present:
  - 1 union representing support Staff
  - 1 union representing teaching Staff
  - 1 local authority member

## **6. STATUS OF RESOLUTIONS**

Resolutions of the JCNC shall not be binding on either side but shall be recommendations only to the respective parties (the local authority and the union) whose ratification shall be required before an agreement is deemed to be reached.