



# Employee Relations Strategy

## September 2017

Office use

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## **Introduction**

The Diverse Academies Learning Partnership (DALP) is a group of academies committed to development and improvement through collaboration and partnership. DALP has now been in existence since September 2011. There are two trusts linked by a formal partnership agreement, The Diverse Academies Trust (DAT), a multi academy trust and The National C of E Academy Trust (NCEAT) which is currently a single academy trust.

Our core focus is the achievement and development of each individual student. We believe that this is best achieved through maintaining and developing each academy's unique identity and individual characteristics. However the sharing of existing good practice and the co-development of new best practice is fundamental to the success of the academies. It is for this reason that we have established a framework of core principles and practice to which all our academies subscribe.

We encourage diversity and recognise that high levels of success cannot be sustained by adopting a 'one size fits all' model.

## **Background of DALP**

The Diverse Academies Learning Partnership (DALP) has evolved from the very successful partnership forged between Tuxford School and the National C of E School which began back in 2007 as NTLC. Joined by Retford Oaks Academy in 2010. The three schools formed DALP in 2011 followed by East Leake Academy in 2012, Tuxford Primary Academy and The Holgate Academy in 2013. Walton Girls High School, Queen Elizabeth's Academy and Wainwright Academy are joining in 2016. 'Diverse' is determined to remain at the forefront of innovation and in order to do so it is essential to embrace national educational policy. Becoming academies is a natural and essential step forward. 'Students first' is one of our core values and it is obvious that in order to achieve this our most important resource is our staff. Tuxford School has had a long and proud history developing staff, valuing staff and looking after staff and good relationships with trade unions has been part of this. Since 2007 this has been the case in all DALP Academies and our intention is that it remains so. Governors, leaders and managers within all our academies regard their relationship with colleagues as fundamental to the success of the new academies. Indeed we will constantly endeavour to improve the working conditions of all our colleagues. To this end we have produced this document which will be reviewed periodically in order to ensure that it remains relevant and appropriate.

### **Part 1**

Outlines the general commitment of DALP Academies to their staff.

### **Part 2**

Is a statement of intent in respect of the pay and conditions of staff.

### **Part 3**

Outlines the mechanism we will adopt to work with staff professional associations and trade union colleagues.

Of course, good employee relationship depends upon trust, honesty and openness on all sides. This exists at the current time and it is important that it continues into the future.

## **PART 1 – DALP Commitment to all staff**

- 1.1 Recognise the importance of all staff is at the heart of the success of the organisation.
- 1.2 Work with staff to create the best possible working conditions to secure and sustain high levels of motivation and morale.
- 1.3 Recognise and work with national professional associations/trade unions and their local representatives.
- 1.4 Listen to staff and use feedback for school improvement.
- 1.5 Provide the best possible continuing professional development programmes.
- 1.6 Put self-evaluation at the centre of improvement and professional development.
- 1.7 Develop first class bespoke services to meet the needs of the individual academies and DALP as a whole, through a combination of bought in services and in house services offering new and exciting opportunities for support staff within a structure that recognises their skills and attributes and develops them as professionals.
- 1.8 Establish leadership and management structures based upon the empowerment of people at all levels to lead through distribution and delegation of leadership responsibility and authority with clear open and supportive accountability.
- 1.9 Use the expertise within the academies at all levels to build curricular to suit the needs of the students in each academy, sharing and adopting best practice across academies when appropriate.
- 1.10 Make DALP a genuine partnership with high levels of collaboration and co development, providing first class in house support. As part of DALP's commitment to continuing professional development, where agreed, individual staff may be invited to work with other academies. Where staff need extra support to develop professionally, this will be provided.
- 1.11 Build an Academy Transformation Team of people with ambition to progress their careers within the individual academies, DALP or beyond. This team will be made up of people who have proven ability in the classroom, people who are innovative, creative, focused and open minded in terms of seeking out good practice to adopt in the DALP Academies. We will build capacity for them to engage in this work. This will increase opportunities for others, and thereby secure succession within DALP for the future.

- 1.12 Develop first class governance at executive and local level with an appropriate balance of support and challenge based upon high quality and accurate information. Governors who govern and respect the difference between governance and leadership and management; Governors who are highly involved and motivated to work alongside academy leaders to ensure the highest quality provision.

## **PART 2 – Agreement between DALP and the recognised Trade Unions.**

This agreement is made in good faith between the parties listed below.

The purpose of this agreement is to promote good employee relations between employers and employees.

1. DALP accept the Model TU Recognition Agreement as published.
2. All employees within DALP at the Academies will be employed in line with the terms outlined in the “Burgundy Book” or “Green Book” arrangements.
3. The School Teachers’ Pay and Conditions document or better will be adopted and embedded into teaching contracts and broader terms and conditions.
4. Changes to terms and conditions of employment will be negotiated through the recognition agreement framework below.

### **UNION SIGNATORIES:**

**UNISON** .....

**GMB** .....

**NASUWT** .....

**NUT** .....

**ATL** .....

**ASCL** .....

**NAHT** .....

**Dated:**

**DALP SIGNATORIES:**

Mr John Rolph, Chair of DAT Trust .....

Mrs Kathryn Mitford, Chair of NCEAT Trust .....

Mr Christopher Pickering, Chief Executive Officer , DALP .....

Dated:

## **PART 3 – TRADE UNION RECOGNITION AND FACILITIES AGREEMENT**

### **1. INTRODUCTION**

The purpose of this document is to clarify the specific working arrangements between the Unions listed below and DALP, particularly in respect of consultation and negotiation and facility time for Union Representatives. The terms of the agreement which follow provide that clarification.

### **2. PARTIES, COVERAGE AND DEFINITIONS**

2.1 The following trade unions are covered by this agreement:

ATL, NASUWT, NUT, GMB, UNISON, ASCL, NAHT

2.2 Throughout this agreement, the following definitions apply:

“The Academy” means the governing or other body responsible for the running of the Academy and other persons or bodies having responsibility for the management of a DALP Academy;

“The trade unions” means the recognised trade unions as listed above.

### **3. PRINCIPLES AND OBJECTIVES**

3.1 The independent trade unions identified in this agreement are recognised for the purposes of collective bargaining, consultation and individual staff representation on behalf of the Academy staff.

3.2 This agreement is intended to promote and assist in the establishment of:

- jointly agreed pay and conditions of employment outside of those provided by the Green and Burgundy Book
- good practice with regard to matters of employment and health and safety;
- effective communication;
- participation and involvement of staff;
- effective and prompt resolution of issues and disputes;
- equal opportunities in employment; and
- Arrangements for discussion of professional issues concerning teaching and learning including issues relating to the curriculum, behaviour etc.

- 3.3 The trade unions recognise that it is the Academy's responsibility to plan, organise and manage the delivery of education to the students at the Academy.
- 3.4 In turn, the Academy recognises the trade unions' right to represent and protect the interests of their Members' employed in the Academy both individually and collectively.
- 3.5 The Academy believes that representative trade unions help ensure good employee relations. The Academy will inform new appointees of their right to join a trade union. New members of staff will be given information regarding recognised trade unions during their induction.
- 3.6 The Academy and the trade unions declare their commitment to maintaining good employee relations and agree to make every effort to resolve any difficulties which may arise and to ensure that this agreement is effective.

#### **4 TRADE UNION REPRESENTATIVES**

- 4.1 For the purposes of this agreement, the term "trade union representatives" includes workplace representatives, local lay officers, health and safety representatives and learning representatives.
- 4.2 Trade union representatives will be appointed in accordance with the rules of the individual trade unions concerned. The trade unions will inform the Academy in writing of the names of their appointed representatives in reasonable time but not less than 10 working days.
- 4.3 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. The Academy will not reasonably decline to recognise such appointed trade union representatives.
- 4.4 Trade union members shall be entitled to be represented by employed officials or local lay officers of the trade union, where the trade union considers this to be necessary in the circumstances.
- 4.5 The Academy undertakes that no trade union representatives will suffer any disadvantage as a result of undertaking this role on behalf of trade union members.

#### **5. FACILITIES FOR TRADE UNION REPRESENTATIVES AND MEMBERS**

- 5.1 The Academy agrees to provide appropriate facilities to trade union representatives and members in order to enable them to discharge their union duties and undertake trade union activity and to facilitate the objectives of effective communication and consultation with staff members and their representatives set out in this agreement.

- 5.2 The Academy will seek to ensure that all meetings convened by the Academy and involving trade union representatives take place within their normal working hours.
- 5.3 The Academy 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. The Academy will permit trade union representatives reasonable time off with pay to attend relevant training courses run by their trade unions or by other appropriate bodies.
- 5.4 The Academy will provide the following facilities to trade union representatives:
- reasonable accommodation to hold meetings and to interview members in a confidential manner;
  - confidential access to and reasonable free use of telephone, fax and email facilities and computing and photocopying facilities;
  - reasonable access to administrative and secretarial services;
  - secure office/storage space;
  - individual notice boards in all staff rooms;
  - space on the academy intranet;
  - all relevant documents, including those which provide information as to the structure and allocation of promoted posts applicable to the academy, the articles of government, the funding agreement and documents that set out the pay, conditions of service and the regulations of the academy which apply to the employees of the academy.

## **6. TRADE UNION MEETINGS**

- 6.1 The Academy 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 Academy. The Academy will not 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.
- 6.2 The Academy will allow trade union members to hold and attend such meetings on the premises within their normal working hours, where appropriate to the urgency or nature of the matters to be discussed. Trade union representatives will give as much notice as possible to the Academy when seeking consent for such meetings. The Academy will not unreasonably withhold such consent to such meetings.

## **7. TIME OFF FOR TRADE UNION ACTIVITIES**

- 7.1 The Academy will allow 'trade union representatives' and members reasonable time off during working hours for the purpose of taking part in trade union activity, including in particular representing the trade union at external meetings and conferences. Time off for trade union representatives and members to attend annual conferences and other policy-making conferences of their trade unions as a delegate will be time off with pay.



- 7.2 The Academy will permit trade union 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.
- 7.3 The Academy will also permit trade union representatives time off with pay within their normal timetabled working hours (including release from timetabled teaching and learning support in the classroom) where necessary, in particular to prepare for and/or attend meetings or to consult with employed officials or local representatives of their union. Trade union representatives will give as much notice as possible of the need for such time off.

## **8. DISCIPLINARY ACTION INVOLVING TRADE UNION REPRESENTATIVES**

- 8.1 The Academy will not take disciplinary action against a trade union representative until an employed official of that trade union has been consulted.

## **9. JOINT CONSULTATIVE AND NEGOTIATION COMMITTEE**

- 9.1 The Academy will provide the trade unions with appropriate information on financial and organisation 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.
- 9.2 The Academy and the trade unions agree to set up a Joint Consultative and Negotiation Committee (JCNC) consisting of representatives of both sides to undertake the following functions:
- the provision and sharing of information by the trade unions and the Academy;
  - consultation on employment procedures and working and organisational arrangements;
  - Negotiation and agreement on the issues listed below for consideration by the JCNC.
- 9.3 Before implementing any changes in employment procedures and working and organisational arrangements, the Academy will undertake consultation and negotiation with trade union representatives through the JCNC.
- 9.4 The following matters shall, in particular but not exclusively, be considered by the JCNC:
- negotiating machinery and procedures;
  - terms and conditions of employment;
  - implementation of pay and staffing structures
  - employment policies;
  - matters of health and safety;
  - operational issues affecting the deployment, security and prospects of staff;
  - staff training and development;

- professional issues concerning teaching and learning, including issues relating to the curriculum and behaviour
- Equal opportunities matters.

9.5 In regard to these items DALP have committed to employ all staff on the national terms and conditions for school teachers and support staff.

9.6 The Academy and the trade unions agree that any dispute or interpretation of this agreement or any other matter will be referred initially to the JCNC for resolution.

9.7 The constitution and procedural agreement governing the JCNC is attached to this agreement as an Annex one.

## **10 FAILURE TO AGREE**

10.1 The Academy 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.

10.2 If the Academy and the trade unions cannot reach an agreement, by mutual agreement this matter may be referred to the Advisory Conciliation and Arbitration Services (ACAS) in order to seek resolution of the issue. However it is accepted that trade unions may follow lawful and protected action where a dispute exists.

10.3 If the Academy and trade unions cannot reach agreement the “status quo” will ordinarily apply.

## **11. (COMMENCEMENT), REVIEW AND VARIATION**

11.1 This agreement comes into effect on the following date: 1<sup>st</sup> September 2016

11.2 The provisions of this agreement may be reviewed at the request of either side or varied at any time by mutual agreement of all parties following discussion as an agenda item at a quorate meeting of the JCNC and subsequently to refer the matter to ACAS for arbitration in order to seek resolution of the issue.

Any individual trade union may withdraw from this agreement through 12 months’ notice of withdrawal.

11.3 The agreement itself may be terminated at any time by mutual agreement of all parties following discussion as an agenda item at a quorate meeting of the JCNC; or through 12 months’ notice of termination from the Academy or from the trade unions acting jointly. In

the latter circumstance, either side will be entitled to place the matter for discussion upon the agenda of a meeting of the JCNC and subsequently to refer the matter to ACAS for arbitration in order to seek resolution of the issue. Any individual trade union may withdraw from this agreement through 12 months' notice of withdrawal.

## **APPENDIX ONE –**

# **CONSTITUTION FOR THE JOINT CONSULTATIVE AND NEGOTIATING COMMITTEE (JCNC)**

## **TERMS OF REFERENCE**

### **1. Title**

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

### **2. Purpose of Committee**

The Committee has been established in support of the principles and objectives listed above, and in order to consult and negotiate on the matters listed in the agreement and other appropriate matters.

### **3. Representation at Meetings**

3.1 The composition of the 'Academy Side' will be determined by the Academy but there will be an expectation that there will be regular attendance by the appropriate senior Academy officials at all JCNC meetings.

3.2 Negotiation and consultation will take place through discussion with the DALP Director of Operations and Trade Unions and will then be ratified through the JCNC.

3.3 The membership of each side shall be confirmed annually. Each side shall inform the other side promptly of any changes in representation.

3.4 Substitute representatives shall be permitted on both sides but should be notified to the Chair in advance of meetings. Each side shall seek to ensure that its nominated representatives attend all meetings.

3.5 The office of Chair shall sit with the Trust's Chief Executive Officer or nominated representative.

### **4. Meetings**

4.1 Each side shall nominate a Secretary who shall be responsible for liaising with the other side on matters such as dates of meetings, agreement of agendas and draft minutes, issuing invitations and agenda to members etc.

4.2. Meetings will be held at least annually with termly meetings arranged. The date and agreed agenda shall be sent to members not less than 10 working days before each meeting. The agenda

shall list the items for discussion but shall also allow other urgent business to be discussed. Any additional items should be specified before the meeting and agreed by both sides.

4.3 Special meetings shall be held where either the Academy or Union side submits a request in writing to the other side. The date and agenda for special meetings shall be sent to members in reasonable time but not less than 10 working days.

4.4 Each side shall be entitled to a pre-meeting prior to the meeting in order to discuss the business on the agenda.

4.5 The quorum for all meetings shall be:

- 2 Governors from DALP Board
- 2 Leadership / Management Representative
- 1 Trade Union Member for each recognised Trade Union attending. Where the Trade Union feel appropriate local representatives may be accompanied by a regional officer or lay trade union official.

4.6 The JCNC working group will be an open invite to all trade union representatives, however it is expected that only 1 representative from each trade union will attend.

4.7 Administrative support to the JCNC shall be provided by the Academy. The draft minutes of all meetings shall be circulated for agreement as soon as possible after the meeting. The agreed minutes of all meetings shall be submitted to the governing body(s) for information.

## **Review of the Policy**

This policy is reviewed annually by the board we will monitor the application and outcomes of this policy to ensure it is working effectively.