**West Earlham Infant and Nursery School**

**Strike Action Policy**

**Statement of intent**

West Earlham Infant and Nursery School is committed to providing a high standard of education throughout the year. However, as an employer, we recognise that our staff members have the right to take industrial action. The school is dedicated to avoiding disruption to our pupil’s education and will keep the school open during strike action, where possible.

This policy outlines the process and procedures to follow in the case of strike action at West Earlham Infant and Nursery School, with regards to the relevant legislation and amendments of the Trade Union Bill, and must be abided by at all times.

West Earlham Infant and Nursery School will work hard in order to ensure minimum disruption to school life due to strike action, and will implement this policy throughout the year.

# **Legal framework**

# This policy has due regard to statutory legislation and national guidance, including, but not limited to, the following:

# The Trade Union and Labour Relations (Consolidation) Act 1992

# The Education Act 1996

# The Health and Safety at Work Act 1974

# The Education (Specified Work) (England) Regulations 2012

# Conduct of Employment Agencies and Employment Businesses Regulations 2003

# Statutory Framework for the Early Years Foundation Stage 2014

# Keeping Children Safe in Education 2015

# Code of Practice: Picketing 1966

# **Roles and responsibilities of the head teacher**

* 1. In the event of strike action, the head teacher must take all reasonable steps to ensure that the school remains open for as many pupils as possible.
  2. Union representatives will make sure the head teacher is aware of the strike at least seven days prior to the day in question.
  3. The head teacher has the final say as to whether the school closes, or remains open.
  4. The head teacher will consult the governing body and the LA before deciding whether to close the school.
  5. The head teacher is entitled to ask staff whether they are intending to strike, in order to make plans to manage the strike.
  6. The head teacher and senior leadership team will ensure the development of good relationships between management and staff in order to minimise the disruption of industrial action.
  7. The head teacher will be responsible for organising a contingency plan to minimise the impact of any strike action.
  8. Where the head teacher is involved in the strike, the governing body and head teacher will delegate his/her responsibilities to a member of the leadership team prior to the strike day. If they are also striking, a person whom they deem suitable shall be appointed.
  9. The head teacher is accountable for the conduct of all examinations and provision of facilities in their school.

1. **Health and safety**
   1. West Earlham Infant and Nursery School will take all reasonable steps to ensure that pupils and staff are not exposed to risks to their health and safety, on or off the school premises.
   2. The appropriate pupil-to-teacher ratios will be abided by at all times.
   3. The school’s Health and Safety Policy will be thoroughly implemented despite strike action.
2. **Staff payments, pensions and insurance**
   1. Staff members are not entitled to pay during strike action.
   2. Teachers are not entitled to take annual leave during strike action.
   3. Support staff may be able to take annual leave during strike action dependant on their contractual entitlement and employer’s staff handbook.
   4. Days lost to strike action do not count towards the Teachers’ Pension Scheme.
   5. Strike days will not count as pensionable service within the Local Government Pension Scheme.
   6. The head teacher has the right to decide ‘fair and proportionate’ pay deductions.
   7. If a teacher is employed under the ‘School Teachers’ Pay and Conditions Document’, they are not required to provide cover for other members of staff involved in the strike.
   8. Prior to the strike, a member of the Senior Leadership Team will ensure that teachers striking will have no bearing on the school’s insurance policy.
   9. A member of the public, who is affected by lawful strike action, has no express right to receive financial compensation without establishing a legal basis for doing so, such as breach of contract.
3. **Direct employment** 
   1. If the head teacher decides to directly employ a person to cover during strike action, a fixed term contract will be issued. The length of employment will be included, along with the amount that will be paid and how.
   2. All directly employed individuals are protected by general employment rights; this includes entitlement to pension benefits.
   3. An enhanced Disclosure Barring Service (DBS) certificate and barred list check will be obtained for anyone employed directly by the school.
   4. Currently, under Regulation 7 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003, schools cannot hire temporary staffto cover duties that would normally be carried out by a worker who is taking part in a strike or other industrial action.
4. **Volunteers**
   1. A risk assessment will be carried out before volunteers are used as cover for strike action. The risk assessment will include when the assessment was issued, along with the nature and duration of the contact with pupils.
   2. An enhanced DBS certificate and barred list check will be obtained for any volunteer who will be providing cover.
   3. New volunteers, with relevant training or qualifications, will be brought in to support existing help, where necessary.
5. **Exemptions**
   1. The head teacher may seek exemptions from the strike with trade unions in order to avoid disruption to essential services, such as road safety officers and employees in residential special schools.
   2. Members of staff who would suffer long-term financial loss, such as employees in their last year of service who are in the pension scheme, will be able to negotiate exemptions from partaking in strike action.
   3. Exemptions may also be negotiated for pregnant women who have notified their employer of maternity leave dates and employees whose state benefits may be affected if they take part in strike action.
6. **Activities** 
   1. Industry experts, without qualified teacher status (QTS), may be used as instructors where specialist qualifications and experience are required.
   2. For pupils younger than seven years of age, a pupil-to-staff ratio of one teacher to 30 pupils will be maintained during classes, Nursery will also ensure that appropriate ratios are maintained.
   3. Pupil-to-staff ratios do not apply to larger group activities, such as sports activities or assemblies.
   4. There is no requirement to teach the national curriculum during strike action; however, the head teacher will ensure that they cover the programme of study for each national curriculum subject by the end of the relevant key stage.
   5. Striking teachers are not compelled to set work for students to complete on the day of the strike and are not required to make up for teaching time lost during strike action.
   6. A broad and balanced curriculum will be taught at all times, despite disruption due to strike action.
   7. Ofsted inspections will be deferred if inspectors believe there is insufficient activity at the school due to strike action.
   8. If an Ofsted inspection does take place during strike action, inspectors will assess the level of teaching and learning that is taking place at the point of inspection. Inspectors will take other evidence about the school into account to arrive at a balanced judgement.
7. **Attendance**
   1. If staff are on strike, it is the parents’/carers’ responsibility to ensure that pupils attend school unless otherwise stated by the head teacher.
   2. Regardless of parental choice or the closure of other classes in the school, pupils are expected to attend classes open on days when strike action is being taken.
   3. If West Earlham Infant and Nursery School is closed, pupils’ attendance registers will be marked with a ‘Y’.
   4. The use of the ‘Y’ code will not count as an absence for a pupil, unless the school remains open and the pupil fails to attend.
8. **School meals and out-of-hours care**
   1. The school will not close if it is unable to provide normal lunch services.
   2. The head teacher will decide how lunches are provided.
   3. If the school is unable to provide normal lunch service, the head teacher will arrange a suitable alternative.
   4. Where there is not enough staff available to prepare meals for pupils entitled to free school meals, the school will make suitable alternative arrangements for the pupils affected. This will be done by ordering meals from an outside source, hiring temporary staff to prepare meals or preparing packed lunches in place of hot meals.
   5. If it is impossible to put a contingency plan in place, then as a last resort, the school will ask parents/carers to provide their children with a packed lunch.
   6. Provided that there is enough suitably qualified members of staff, out-of-hours services will be unaffected by any strike action.
9. **Picketing** 
   1. The school will not authorise absence for pupils to participate in pickets or demonstrations in support of industrial action.
   2. If West Earlham Infant and Nursery School is closed, it is not lawful for a picket at the closed school to include pupils of West Earlham Infant and Nursery School
   3. People who are neither members of staff at the school, nor their union representatives, are not lawfully allowed to join a picket.
   4. The school will continue to provide quality education despite picketing or action strike.

**Approval**

This policy has been reviewed in line with the 2010 Equality Act and Public Sector Equality Act. Due regard has been given to Equality.

This policy will be adopted in ***April 2016***. The date of the next formal review will be ***April 2019*** and every three years thereafter, unless statutory legislation changes.

Policy approved by the Full Governing Body of West Earlham Infant and Nursery School.

Signed …………………………………………………….... (*on behalf of the full Governing body****)***

Name: …………………………………………………………

Dated ………………………………………………………