

IRISH ASSOCIATION of COMMUNITY TRAINING ORGANISATIONS Ltd (IACTO)

National Collective Agreement with

COMMUNITY TRAINING CENTRES (CTCs) 2017 - 2019

1. IACTO is recognised by the Department of Education and Skills (DES), SOLAS, ETBI and SIPTU as the representative body for CTCs. SOLAS provides core funding to IACTO on an annualised basis to enable it provide a range of services for Community Training Centres in accordance with its Three Year Strategic Statement and Annual Business Plans.

2. Parties to the national collective agreement: IACTO and All 35 CTCs

3. Purpose of this agreement:

- To define the roles and responsibilities of the parties to the National Collective Agreement, including contracting arrangements, reporting mechanisms, targets and finance.

4. IACTO will:

- Act as national employer representative body for all 35 CTCs
- Liaise with DES, SOLAS, ETBI and SIPTU and other agencies as required on behalf of the 35 CTCs
- Network across all CTCs as required
- Support CTC Boards of Management, where appropriate, to participate in the development and implementation of project wide service evaluation, both local and national
- Work closely with CTC Boards of Management, ETBs, General Manager (GMs) and NACTM to support the consistent and effective delivery of services to learners
- Provide information in respect of this agreement to IACTO Board and SOLAS as required
- Provide updates on Acts related to HR and Children First Safeguarding Guidance, Employee and Board Manual reviews, and other updates where necessary to meet legislative changes
- Co-ordinate CTC Network briefings, Information Forums, Learner Celebratory Events and other projects in 2017 - 2019 as agreed with IACTO Board, CTC Boards & NACTM.

CTC Boards will:

- As a member of the CTC network, commit to the common 'Core Values' of the IACTO Strategic Statement 2017 – 2019
- Honour all agreements both National and Local that have been negotiated with and through IACTO on behalf of the CTCs collectively and individually.
- Keep IACTO informed of any changes or planned changes locally on the operation of the CTC that could have implications for other members of the CTC Network.

5. Service Delivery – Planning:

As part of the overall and annual project planning system set up by the IACTO Board, the Executive Director (ED) will prepare and submit:

- i. Annual business plans for the IACTO services it is contracted to deliver to meet the agreed goals and targets as agreed with funders
- ii. Amended annual business plans where they arise
- iii. Reports against the agreed set of performance indicators as relating to IACTO Board.

6. Service delivery – IACTO Staff:

To deliver services under this National Collective Agreement, IACTO provides access to a qualified CIPD Fellow as Executive Director (ED) and CIPD qualified Administrative Officer who will:

- *Deliver Corporate Governance updates for Boards and support the development of Board Members
- *Provide updates on Acts related to HR and Children First Safeguarding Guidance
- *Co-ordinate CTC Network briefings, Information Forums, Learner Celebratory Events and other projects in 2017 - 2019 as agreed with IACTO Board, CTC Boards & NACTM
- *Develop & disseminate Employee and Board Manual reviews, updates where necessary to meet legislative changes
- *Support Boards of Management to engage with SIPTU, DES/SOLAS/ETBI Liaison Committee and ETBs locally – active engagement in an effort to maintain positive relationships and early resolution of HR/IR matters
- *Prepare cases for Workplace Relations Commission
- *Deliver new Board Member Induction sessions – offered by request
- *Deliver to Chairperson & Board Representatives – Corporate Governance refreshers – offered by request
- *Deliver Chairperson PMDS refreshers – offered by request
- *Offer CTC Boards & GMs attendance at IACTO AGM – with guest speaker input – in Q3 (date to be confirmed)
- *Deliver new GM Induction sessions – offered in Dublin in Q1
- *Deliver PMDS refresher sessions – offered regionally in Q2 & Q4 (dates to be confirmed).

7. Finance:

SOLAS to provide agreed central annual funding to support IACTO's collective representation role.

8. Communications: The IACTO Board (with CTC Board member representatives) will agree detailed communications systems and channels and will ensure that these systems are reviewed regularly for effectiveness.

9. Support Service – Records, Reporting, Development & Delivery:

- a) Information required by SOLAS, the IACTO Board and the Liaison Committee Group relating to the effective delivery of the work of the collective service.
- b) Support needs around the recruitment of CTC General Management posts.

10. Conflict

Where differences or disagreements arise, the parties are committed to finding efficient, fair and timely systems or resolution. Any concerns regarding conduct and performance of this agreement will be raised promptly by the either party.

In the first instance the concerns will be brought to the attention of the ED. If issues cannot easily be resolved, then the matter will be tabled for a meeting between the signatories to the agreement, or their nominated representatives, with the intent by both parties to resolve issues satisfactorily and speedily. If the matter requires urgent attention, a meeting may be called for this purpose.

In the event that resolution cannot be satisfactorily achieved, and in a timely fashion, the parties to the agreement agree to use the following process:

- a. Reference to an agreed third party
- b. Written statements of the agreed facts of the matter signed off by both parties
- c. Short statements from each party of the different perspectives or positions
- d. Commitment to attend a speedy meeting for this party chaired talks aimed at finding a resolution
- e. Option, if not resolved at step d. and if both parties agree, to seek an arbitration decision from the third party which will be binding.

Signed:

IACTO Chairperson

/ /2018

xxxxx CTC

/ /2018

IRISH ASSOCIATION of COMMUNITY TRAINING ORGANISATIONS Ltd (IACTO)

HR/IR Service Level Agreement (SLA) with

COMMUNITY TRAINING CENTRES (CTCs) 2017 - 2019

1. Parties to the agreement

| | |
|--|-------------------------------|
| Service provider (hereafter) IACTO | Client/CTC (hereafter) |
| Suite 1B, Bluebell Business Centre Old Naas Road, Dublin 12 | |

2. Purpose of this agreement:

- To contract the delivery of HR/IR services to Community Training Centres (CTCs), by IACTO, as set out in IACTO annual Business Plans (2017 – 2019) “To support CTC Boards of Management to deliver a flexible education and training service to Early School Leavers to meet their identified needs”. IACTO aims to provide an enhanced level of support for CTC voluntary Boards of Management on an individual basis.
- To define the roles and responsibilities of the parties to the agreement, including contracting arrangements, reporting mechanisms, targets and finance.
- To set out a problem solving mechanism should any disagreement arise.

3. IACTO will:

- Oversee and manage all aspects of the unlimited access to quality advice and support services and the direct delivery of the HR/IR service to CTC Boards of Management as covered by the agreement.
- Network across all CTCs as required.
- Ensure that timely reports relating to HR/IR are available as required by the IACTO Board, SOLAS, Liaison Group and the Department.

CTC Boards will:

- Sign up to the membership agreement and return the SLA to IACTO and arrange payment of the annual membership fee by 26th January 2018.
- Inform IACTO of any on-going and/or new HR/IR issues in a timely manner in order to access appropriate support and advice in relation to same. Please note we may not intervene with advanced on-going IR cases where another provider has moved to legal advice stage. Please contact IACTO to discuss cases of this nature.
- Commit to attending IACTO information forums, regional meetings and/or development workshops where possible.

4. Service Delivery – Planning:

The IACTO Board and SOLAS will agree the planning mechanisms for preparation, oversight and review of the work of the overall range of HR/IR support services in this SLA.

As part of the overall and annual project planning system set up by the IACTO Board, the Executive Director (ED) will prepare and submit:

- i. Annual business plans for the HR/IR services it is contracted to deliver to meet the agreed goals and targets.
- ii. Amended business plans where they arise.
- iii. Reports against the agreed set of performance indicators as relating to IACTO and CTC Boards.

5. Service Delivery – IACTO Staff:

To deliver HR/IR services under this agreement, IACTO provides access to a qualified CIPD Fellow as Executive Director (ED) and CIPD qualified Administrative Officer. Access to further external expertise including legal advice will be on “an as and when” deemed necessary and agreed basis.

6. SLA Coordination:

To ensure smooth planning across service delivery, the following arrangement will apply:

- The ED (as the designated individual responsible for the management/supervision of support services) and the IACTO Board will meet regularly to discuss smooth delivery of the work within IACTO as well as in the context of the overall work to support Boards of Management in relation to harmonious service delivery. The ED will also meet with CTC Board representatives and NACTM on a planned basis. This collaboration will include planning, service-wide meetings, reviewing and problem solving as required to ensure that specific HR/IR service delivery requirements are met.
- Any issues or concerns arising for either party to this agreement, in relation to balancing HR/IR service delivery, will be raised early to facilitate resolution.

7. Finance:

The following costs are associated with this agreement:

- Annual service costs associated with delivery relating to HR/IR matters- €2,000 + VAT – January to December 2018. Full payment to IACTO is required by 26th January 2017.

8. Communications:

The ED is at the centre of the service in terms of overall coordination and oversight. Effective communications are crucial in relation to the delivery of the overall service. The IACTO Board (with CTC Board member representatives) will agree detailed communications systems and channels and will ensure that these systems are reviewed regularly for effectiveness.

Agreed systems will form part of this SLA. They will include unlimited access to IACTO telephone support and face to face meetings, regular newsletters, updates on the IACTO website, Local and Regional meetings, National Forums as necessary and other electronic means of communications as deemed appropriate and effective.

9. Support Service – Records, Reporting, Development & Delivery:

The detailed systems, content and reporting frequencies will be determined by:

- a) Funding contract requirement in relation to oversight and delivery of HR/IR services.
- b) Information required by SOLAS, the IACTO Board and the Liaison Committee Group relating to the effective delivery of the work of the HR/IR service.
- c) The day to day service management needs of IACTO.
- d) Training and Development continuous professional needs (CPD) identified by CTC Boards in the context of changing legislation and shared CPD themes identified for GMs with the support of NACTM.
- e) Compliant up to date HR policies and procedures.
- f) Hands on consultancy service to support management of complex local HR/IR matters.
- g) Support required for CTC Projects e.g. National Learner events, LWE/Employer Engagement.
- h) Any other HR/IR service for CTCs deemed necessary by agreement. This may include access to external third party support where all internal processes have been exhausted. Any additional costs incurred will be payable by the CTC with ETB authorisation.

HR Service includes Board & GM support with:

Telephone helpline (unlimited) and Website access with commitment to respond to queries in a timely manner

Staff Recruitment to Termination of Employment and templates required from advertisement through to appointment

Contract preparation with templates supplied

Strategic and Business Planning support around programme delivery to meet FET requirements

Change Management advice and guidance

1: 1 Management Coaching and Mentoring

PMDS Briefings and Updates

Training & Development workshops available on 'themed' HR topics as required by CTC regions

Complaint Handling

Support with managing difficult relationships

IR Service includes Board & GM support with:

Telephone helpline and Website access with commitment to respond to queries in a timely manner

Disciplinary & Grievance matters case reviews from initial stage up to external third party requirement for more complex cases

Competency issues relating to staff and management of same

Dignity at Work disputes

Supporting Boards of Management to engage with SIPTU, DES/SOLAS/ETBI Liaison Committee and ETBs locally – active engagement in an effort to maintain positive relationships and early resolution of HR/IR matters

Research and develop change proposals around GDPR and Risk Analysis

Employee Relations matters

Preparation of cases for Workplace Relations Commission

Liaison with IBEC & Legal Services for more complex cases

10. Training Service Menu for Chairpersons and/or Board Member Representatives:

1. Chairperson & Board Representatives & GMs – Handling an Investigation – offered regionally in Q2 (date to be confirmed)
2. Chairperson & Board Representatives & GMs – Conducting Workplace Disciplinary Procedures – offered regionally by request
3. Employment Law Update – offered regionally in Q3 (date to be confirmed) Topics covered will include: * Employment Equality Acts * Discipline & Dismissal * Social Media * GDPR & Data Protection *Protected Disclosures

10a. Training Service Menu for General Managers:

1. Handling an Investigation – offered regionally in Q2 (date to be confirmed)
2. Conducting Workplace Disciplinary Procedures – offered regionally by request
3. Employment Law Update – offered regionally in Q3 (date to be confirmed). Topics covered will include: * Employment Equality Acts * Discipline & Dismissal * Social Media * GDPR & Data Protection *Protected Disclosures
4. Managing Absence – offered regionally in Q3 (date to be confirmed)
5. Practical Operational Management – opportunity to discuss real life case studies around CTC management and share good practice and to re-visit operational themes and processes as requested
7. Mindfulness at Work – subject to funding in Q3
8. Coaching for GMs – offered in Q3 (date to be confirmed)

11. Conduct and performance of the agreement between IACTO and the CTC party to this SLA:

Reviews

The parties to this agreement will communicate/meet quarterly, if required, to review the performance of the agreement. This could include ED attendance at individual CTC Board meetings and/or Regional meetings where the SLA is under discussion or review. Progress Reports and/or Business Plan reviews will be circulated to CTC Boards from IACTO.

Conflict

Where differences or disagreements arise, the parties are committed to finding efficient, fair and timely systems or resolution. Any concerns regarding conduct and performance of this agreement will be raised promptly by the either party.

In the first instance the concerns will be brought to the attention of the ED. If issues cannot easily be resolved, then the matter will be tabled for a meeting between the signatories to the agreement, or their nominated representatives, with the intent by both parties to resolve issues satisfactorily and speedily. If the matter requires urgent attention, a meeting may be called for this purpose.

In the even that resolution cannot be satisfactorily achieved, and in a timely fashion, the parties to the agreement agree to use the following process:

- a. Reference to an agreed third party
- b. Written statements of the agreed facts of the matter signed off by both parties
- c. (Short) statements from each party of the different perspectives or positions
- d. Commitment to attend a speedy meeting for this party chaired talks aimed at finding a resolution
- e. Option, if not resolved at step d. and if both parties agree, to seek an arbitration decision from the third party which will be binding.

12. Termination:

This second year of the original three year agreement (fee payable annually) will terminate on 31st December 2019

Or

With one month's notice in writing by either party

Signed:

IACTO Chairperson

/ /2018

XXX Community Training Centre

/ /2018