

Amended agreement for the Harris Federation of South London Schools

TRADE UNION RECOGNITION AND MACHINERY FOR CONSULTATION WITH A VIEW TO REACHING AGREEMENT

PARTIES, COVERAGE AND DEFINITIONS

1. The Federation recognises the following trade unions for individual and collective representation, consultation with a view to reaching agreement purposes: the teacher unions (ASCL, ATL, NASUWT and NUT) and the unions representing support and other professional school staff (GMB, UNISON and Unite);
2. This recognition agreement applies in respect of employees in the following categories: teaching staff (ASCL, ATL, NASUWT and NUT); support and other professional school staff (GMB, UNISON and Unite);
3. Throughout this agreement, the following definitions apply:
"The Federation" means the persons or bodies having responsibility for the management of the Federation;
"The trade unions" means the recognised trade unions as listed above;

PRINCIPLES AND OBJECTIVES

4. The Harris Federation of South London Schools recognises the independent trade unions identified in this agreement for the purposes of consultation with a view to reaching an agreement and individual staff representation on behalf of the whole workforce.
5. This agreement is intended to promote and assist in the establishment of:
jointly agreed pay and conditions of employment;
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
professional issues concerning teaching and learning, including issues relating to the curriculum, behaviour policy etc.
6. The trade unions recognise that it is the Federation's responsibility to plan, organise and manage the delivery of education to the students at the various Academies within the Federation.
7. In turn, the Federation recognises the trade unions' right to represent and protect the interests of their members employed in the Academies of the Federation both individually and collectively.
8. The Federation believes that representative trade unions help ensure good employee relations, encourage employees to become union members and will inform new appointees accordingly.
9. The Federation and the trade unions declare their commitment to maintaining good industrial relations and agree to make every effort to resolve any difficulties which may arise and to ensure that this agreement is effective.

TRADE UNION REPRESENTATIVES

10. For the purposes of this agreement, the term "trade union representatives" includes workplace representatives, health and safety representatives and learning representatives.
11. Trade union representatives will be appointed in accordance with the rules of the individual trade unions concerned. The trade unions will inform the Federation in writing of the names of their appointed representatives.
12. The number of trade union representatives appointed in each of the roles indicated in 10 above shall be a matter for each union but the trade unions agree that the number shall be reasonable in relation to the number of members represented. The Federation will not decline to recognise appointed trade union representatives unless it considers the number of representatives from any individual trade union to be excessive in the context of this clause.
13. In instances of case work trade union members shall be entitled to be represented by employed officials or local representatives of the trade union, where the trade union considers this to be necessary in the circumstances.
14. The Federation undertakes that no trade union representatives will suffer any disadvantage as a result of undertaking this role on behalf of trade union members.

FACILITIES FOR TRADE UNION REPRESENTATIVES AND MEMBERS

15. The Federation agrees to provide appropriate facilities in each Academy to trade union representatives and members in order to enable them to discharge trade union duties and to facilitate the objectives of effective communication and consultation with employees and their representatives set out earlier in this agreement.

Time off with pay for trade union representatives

16. Each Academy will not unreasonably refuse trade union representatives reasonable time off with pay during their normal working hours where required and requested (including release from timetabled teaching and learning support in the classroom) for the purpose of carrying out trade union duties within that Academy.
17. Wherever reasonable each Academy will also not unreasonably refuse 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 essential), in particular to prepare for and/or attend meetings or to consult with employed officials of their union on matters relating to the Academy. Trade union representatives will give as much notice as possible of the request for such time off.
18. The Federation and each Academy will seek to ensure that all meetings convened by an Academy or the Federation and involving trade union representatives in their trade union roles take place within their normal working hours.
19. The Federation 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 Federation will not unreasonably refuse trade union representatives reasonable time off with pay to attend relevant training courses run by their trade unions or by other appropriate bodies.

Other facilities for trade union representatives

20. Each 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 free reasonable use of telephone, fax and email facilities and photocopying facilities;
 - secure storage space;
 - individual notice boards in all staff rooms.

Trade union meetings

21. The Federation will allow trade union members to hold meetings on the premises of each Academy outside their normal working hours by prior arrangement, including at lunchtimes and immediately following the end of the student day. The trade unions will give reasonable notice of such meetings to the Federation and the individual Academy. The Federation will not unreasonably 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.

Time off for trade union activities

22. The Federation will permit reasonable requests from trade union representatives and members for 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. Where time off for trade union representatives and members to attend annual conferences and other policy-making conferences of their trade unions as a delegate is agreed, time off will be with pay.

Disciplinary action involving trade union representatives

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

JOINT CONSULTATIVE AND NEGOTIATION COMMITTEE

24. The Federation will provide the trade unions with appropriate information on financial and organisational issues in order to allow meaningful consultation with a view to reaching agreement (including information required for consultation in accordance with the ACAS Code of Practice). The trade unions agree to treat information with sensitivity in cases of genuine commercial confidentiality.
25. The Federation and the trade unions agree to set up a Joint Consultative Committee (JCC) consisting of representatives of both sides to undertake the functions indicated below.
- the provision and sharing of information by the trade unions and the Federation;
 - consultation on employment procedures and working and organisational arrangements;
- and consultation with a view to reaching agreement on the issues listed in 27 below.
26. 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 JCC.

27. The following matters shall, in particular but not exclusively, be considered by the JCC:
consultation machinery and procedures;
terms and conditions of employment;
staffing and pay structures;
employment policies and procedures;
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, behaviour policy etc;
equal opportunities matters.
28. In regard to these items the Federation will employ all staff on the national terms and conditions for school teachers and support staff
29. The Federation and the trade unions agree that any dispute on interpretation of this agreement or any other matter will be referred initially to the JCC for resolution.
30. The constitution and procedural agreement governing the JCC is attached to this agreement as an Annex.

FAILURE TO AGREE

31. The Federation and the trade unions agree that it is in the interests of all parties that consultation is carried out expeditiously and with the aim of reaching an agreed settlement.
32. If the Federation and the trade unions cannot reach an agreement, the Federation or the trade unions may seek the involvement of the Advisory Conciliation and Arbitration Service (ACAS) in order to seek resolution of the issue.
33. Whilst these procedures are being followed both the Federation and the trade unions will honour the status quo ante.

COMMENCEMENT, REVIEW, VARIATION & TERMINATION

34. This agreement comes into effect on the following date:
35. 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 JCC.
36. 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 JCC; or through 12 months' notice of termination from the Federation 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 JCC and consideration will be given to referring 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.

ANNEX
CONSTITUTION FOR THE JOINT CONSULTATIVE COMMITTEE (JCC)

Title

1. The Committee shall be known as the Joint Consultative Committee or JCC.

Purpose of Committee

2. The Committee has been established in support of the Principles and Objectives listed in Section 2 of the Recognition Agreement; and in order to consult with a view to reaching agreement on the matters listed in Section 5 of that Agreement and other appropriate matters.

Representation at Meetings

3. The composition of the Federation Side is the prerogative of the Federation but there will be an expectation that there will be regular attendance by the appropriate senior Federation officials at all JCC meetings.
4. Consultation on terms and conditions issues will take place through the JCC. Sub groups may sometimes meet to discuss issues which only affect teachers or support and other professional school staff.
These sub groups will only be formed by joint agreement and will report back to the full JCC.
5. The membership of each side shall be determined annually . Each side shall inform the other side promptly of any changes in representation. Each Trade Union may appoint two representatives, who will hold positions as national or regional representatives, who will represent the Trade Union's membership across the Federation.
6. Substitute representatives, who meet the requirement in 5 above, shall be permitted on both sides where necessary but each side shall seek to ensure that its nominated representatives attend all meetings.
7. Each side, by agreement, shall be entitled to be accompanied by an adviser, who is not normally a member of the JCC, with speaking rights.
8. The JCC shall be chaired by the senior representative of the Federation present.

Meetings

9. The Trade Union side shall nominate one of its representatives who shall be responsible for liaising with the Chief Executive of the Federation on matters such as dates of meetings, agreement of agendas and draft minutes, issuing invitations and agenda to members etc.
10. Meetings shall be held once per term. The date and agreed agenda shall be sent to members at least ten 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.
11. Special meetings may be agreed where either the Federation or Union side submits a request in writing to the other side. The date and agenda for special meetings shall be sent to members no later than five working days after the request is submitted and the meeting shall take place no later than fifteen working days after the request is agreed.
12. Each Side shall be entitled to a pre-meeting prior to the meeting in order to discuss the business on the agenda.
13. The quorum for all meetings shall be 2 members of the Federation side and 3 members of the Union side.
14. Minutes will be taken and all papers distributed by the Federation. The draft minutes of all meetings shall be circulated to both sides for agreement no later than ten working

days after the meeting. The agreed minutes of all meetings shall be submitted to the governing body for information.