

London Borough of Haringey/National Union of Teachers Heads of Agreement (19.2.88)

The London Borough of Haringey (the Council) and the National Union of Teachers (the Union) agree as follows:

1. The Council and the Union commit themselves without delay to reaching agreement on a code of practice enabling the redeployment of teachers through direction of the Council.

The detail of such an agreement remains to be determined but the following principles are agreed:

(a) The right of the Council reasonably to direct teachers within and between sections of the education service is acknowledged but the Council will seek, so far as is reasonably practicable, to achieve as much necessary redeployment as is possible by voluntary means.

(b) In particular, redeployment from schools to further education or educational administration will be by voluntary means.

(c) Where redeployment will involve a teacher in moving to an area of work not consistent with the teacher's qualifications and/or previous experience, the Council will offer training which shall, so far as is practicable, equip the teacher for his/her new role.

2. Subject to reaching agreement on 1. above, the Council undertakes to ensure that there will not be the necessity for the compulsory redundancy of permanent teaching staff. In this context the Council also undertakes to give particular and sympathetic consideration to any cases drawn to its attention by the Union arising from the following circumstances:

(a) Teachers who are employed on fixed term or temporary contracts for reasons other than the following:

—a limited term need for a replacement teacher arising from causes such as maternity leave, prolonged absence through illness or injury or secondment to a course of in-service training.

(b) Teachers who, although paid in accordance with Section 22(2) of the Teachers' Pay and Conditions Order, have a record of service with the Council such as would entitle them to regard themselves in law as dismissed by reason of redundancy if dismissed.

3. In giving the above undertaking the Council has made the following assumptions:

(a) that it will be possible to achieve the appointment of serving Secondary teachers into other posts within the Authority, e.g.:

—Further Education	(estimated 4)
—Resource Centre/Support Work	(estimated 5)
—TVEI Functions	(estimated 9)
—Other posts within the education service	(estimated 3);

(b) that the projected reduction in Secondary staffing establishments will be abated by 11 posts for the reason set out in 4 below;

(c) that the Secondary cover agreement described in 5(a) below will result in a further abatement of 30 Secondary posts; and

(d) that there will be some scope, subject to 1 above, for redeployment of Secondary teachers to the Primary sector.

4. The following provision will be made to secure reasonable limitations on class size:

(a) 11 full-time teaching posts will be retained in the Secondary sector to reduce pressure on class sizes. This figure has been based on the assumption that classes should not exceed 27.

(b) There will be a staffing formula in the Primary sector to provide for a basic ration of Headteacher + 1:27. Schools will be given clear guidance that class sizes should not exceed 30, and that as far as is practicable mixed age classes and reception classes should not exceed 27. The Council will retain at least 9 full-time posts in the primary sector for this purpose.

It is further recognised that the Council shares the ideal of class sizes not exceeding 24 in mixed age groups and 27 in reception classes, this being dependent on additional resources becoming available in the longer term.

(c) The Council will provide clear guidance to school regarding the class size assumptions in the staffing formula and indicate the expectation that, as far as is reasonably practicable, these limits should not be exceeded.

(d) There will be established a machinery by which problems which arise in relation to class size can be quickly examined and remedies sought.

5. The Council and Union commit themselves to an agreement on cover/supply provision based upon the following principles:

(a) In the Secondary sector there shall be an agreement modelled upon that reached in the City of Coventry and incorporating both minimum levels of timetabled non-contact time and maximum levels of cover obligation within that non-contact time.

(b) In the Primary sector there shall be appointed permanent unattached teachers assigned to groups of schools to meet cover needs within the group.

(c) Further to (a) and (b) above there shall be provision for daily rate supply teachers to supplement the above permanent cover additions.

The Council proposes that the staffing allocation for the above purposes be

(a) 30 (b) 30* (c) 10

*(The Council will secure the increased number of permanent supply teachers in the Primary sector from 21 to 30 by transferring 9 posts from the 16 permanent supply teachers presently covering gaps of various sorts including vacancies. This will depend on how successful the Council is in recruiting to vacancies and covering maternity leave, long term illness etc. through permanent appointments. The Council will provide regular reports on its progress towards the achievement of this objective.)

(d) Given the absence rate remaining constant at 6% or less per year the aim will be that no primary teacher will need to cover on a split-class basis for more than 12 days per school year. This will require the cover agreement to be monitored with the aim of introducing a more definite limitation if not within, at least immediately after, its first year of operation. Where classes are split, this shall be done on an equitable basis. In any event the Council and the Union agree that splitting Primary classes is educationally undesirable and should be a matter of last resort.

(e) The limitations on Secondary teachers' cover obligations will be as in Appendix A.

6. Residual problems which may remain will be resolved by discussion between appropriate Officers of the Council and the Union.

7. In consideration of the foregoing there will be an immediate cessation of industrial action.