



Aberdeenshire Education, Learning & Leisure

Staffing Circular

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Action: For Action

Category. Staffing

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A C T I O N

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Telephone: 01224 664609 Circulation Date: 03/06/2011

Subject: Guidance for Schools on Working Time and Collegiate Activities
Session 2011/2012

Joint Circular from LNCT Aberdeenshire Education, Learning & Leisure.

This is the 11th year of a Working Time Agreement between the Management Side and the Teachers' Side and represents the outcome of a number of detailed discussions and negotiations. The Working Time Agreement provides the framework for establishments to negotiate and agree their school Working Time Agreement, which should reflect the actual time taken for tasks in order to address workload issues. The document should be circulated to all members of teaching staff prior to collegiate discussions at local level.

Your attention is drawn to paragraph 8.5 and an amended Appendix 4 which provide further information on part-time teachers' entitlement to occasional day holidays, attendance at In-Service closure days and implications for number of days required to be worked. A link to a "Ready Reckoner" for calculating this entitlement is also attached. It is also important that schools address the requirements of section 10 and that due emphasis is given to the annual evaluation process to ensure that account is taken of how the current year's Working Time Agreement has operated, prior to reaching the coming year's Agreement. Completion of Appendix 5 by all staff will greatly assist this process. Please note the content of paragraph 5.3 requiring cluster based activities to be discussed and agreed as part of each school's Working Time Agreement. This is particularly important as greater emphasis is now being placed on cluster working across the Primary/Secondary transition in the context of a Curriculum for Excellence. Paragraph 5.8 and Appendix 1 have been amended to include a reference to

moderation, in addition to assessment.

Please note that final decisions have still to be made at national (SNCT) level regarding working hours and salary payments for supply teachers. Once SNCT advice is received and local implementation procedures agreed these will be included in an amended Guidance document. It should be noted, however, that this will not impact on discussions at school level regarding next session's Working Time Agreement.

The Working Time Agreement will be subject to LNCT monitoring and the first stage of this is for schools to sign off the Working Time Agreement. Appendices 1 and 2 of the Working Time Agreement should be completed and forwarded to the appropriate network Quality Improvement Officer.

Gordon Bulloch

Pat Flanagan

Joint Secretaries, LNCT

Distribution: E&R_Academies; E&R_Special_Schools; EL&L QIO; E&R Directorate; Pat Flanagan/EL&L/Abdnshire; Albert McKay/EL&L/Abdnshire; E&R_Primarys; Richard Paton/EL&L/Abdnshire; Donna Agnew/EL&L/Abdnshire; Jennifer Walker/EL&L/Abdnshire; Sharon Faulkner/Chief Executive/Abdnshire; Hellen Sinclair/EL&L/Abdnshire

Date to be actioned 01/07/2012
by:

For information only:

Attachments: [PT CALCULATOR \(11-12\).xls](#) 23 (KB)
 [Colleagiate Agreement Revised 2011.doc](#) 248 (KB)

**TO BE USED FOR SESSION 2011/12 ONLY
DAILY CALCULATOR - FULL TIME EQUIVALENCIES**

DAY	MON	TUE	WED	THU	FRI	TOTAL
NO IN SESSION	40	40	40	40	40	200

Instruction for Head Teacher - Please subtract the 6 public holidays/occasional days (including the Royal Jubilee Holiday from the appropriate day on the yellow boxes depending on your network

PART TIME CALCULATOR

INSTRUCTIONS FOR HEAD TEACHERS - ENTER IN THE HIGHLIGHTED CELLS THE PROPORTION OF EACH DAY THE TEACHER IS CONTRACTED FOR
E.G - 1.00 FOR FULL DAY/0.50 FOR HALF DAY ETC

FTE FOR DAY	MON	TUE	WED	THU	FRI
	1.00	1.00	1.00	1.00	1.00

TOTAL DAYS DUE TO TEACHER/AUTHORITY

6 DAYS

IF MINUS ANSWER TEACHER REQUIRES
TO WORK THIS BACK - IF POSITIVE
TEACHER TO BE GIVEN THIS TIME OFF

A TEACHING PROFESSION FOR THE 21ST CENTURY

Guidance for Schools on Working Time and Collegiate Activities Session 2011/2012

1. Introduction

- 1.1 The following guidelines apply to **all** Teachers including those on fixed term and supply contracts and are based on the Code of Practice on Working Time Arrangements for Teachers (Part 2, Appendix 2.7 of the SNCT Handbook of Conditions of Service).
 - 1.2 The advice is aimed at helping schools in a way that meets the spirit of the Teaching Profession for the 21st Century Agreement.
 - 1.3 At the heart of the Teaching Profession for the 21st Century agreement are two fundamental principles:
 - (i) to enhance the professional status of teachers by introducing a more collegiate and participatory approach to school management; and
 - (ii) the recognition of the need to control the workload of teachers by ensuring that “The individual and collective work of teachers should be capable of being undertaken within the 35 hour working week”.
 - 1.4 The Code of Practice on Collegiality (Part 1, Appendix 1.4, The SNCT Handbook) together with the SNCT Guidance on Working Time Arrangements and Developing a Collegiate Cultural Climate provides the basis for ensuring those principles become a reality. The Code of Practice on Collegiality is attached as Appendix 5.
 - 1.5 This agreement applies for the period from August 2011 to July 2012 and will be reviewed prior to the start of school session 2012/2013
.
 - 1.6 It is the clear and unanimous view of the LNCT that this guidance should provide a framework within which schools will operate.
- #### **2. The Working Week**
- 2.1 The National Agreement states “The individual and collective work of teachers should be capable of being undertaken within the 35 hour

working week” and accordingly there should be no aggregation of working hours over a period longer than a week.

- 2.2 Each full-time teacher is entitled to a minimum of 7½ hours personal allowance for preparation and correction. Teachers exercise their professional autonomy in relation to these hours.
- 2.3 The following table summarises the division of the 35-hour week into three categories. Both the class contact of 22½ hours and the collegiate time of 5 hours give the maximum in any one week and there should be no aggregation of either time over a period longer than a week:

	Maximum Class Contact	Minimum Personal Allowance	Collegiate Time
All Sectors	22½	7½	5

The variation in the length of the pupil week and non-class contact time is indicated in the following table:

	Pupil Week	Maximum Class Contact	Non-Contact Time
Nursery	25	22½	2½
Primary	25	22½	2½
Secondary	27½	22½	5

Where a teacher has class contact of less than 22 ½ hours, they may be used for internal cover up to the maximum of 22 ½ hours except where external absence cover should be provided. No teacher should be asked to take classes beyond the maximum class contact of 22 ½ hours.

Travelling time between schools during the school day shall be regarded as pupil contact time except during the midday break when the teacher shall have a personal break of not less than 40 minutes.

Managers require time for additional duties outwith teaching and other associated preparation in order to fulfil their broad professional duties. Primary schools receive an allocation of management time in their staffing allowance and the management time for Primary Principal Teachers (network) is 0.2 fte (0.1 fte for school and 0.1 fte for the network). Secondary Principal Teachers Faculty have management time specified in the table below. For other promoted staff, an allocation of time to carry out their responsibilities within the 35 hour week should be agreed at school level.

Job sized scale Point	Maximum class contact
1, 2, 3	20 hours 10 minutes

4, 5, 6	18 hours 20 minutes
7	15 hours 35 minutes
8	13 hours 45 minutes

While every effort will be made to protect the management time of promoted teachers, there may be occasions where the needs of the school will take precedence (e.g for unforeseen staff absence).

3. Time and Place

- 3.1 The national agreement makes it clear that all tasks which do not require the teacher to be on school premises can be carried out at a time and place of the teacher's choosing.
- 3.2 Teachers intending to be out of school during the pupil day should notify their line manager. To assist with the provision of absence cover teachers should make certain they are not required for cover prior to any notification. Teachers are normally expected to report at the start of the school day since cover requirements are unknown.
- 3.3 As much notice as possible should be given to teachers who are required for cover duty particularly when advanced notice of the absence has been given. However, in emergency situations this notice may be very brief due to the nature of contingency cover.

Such cover counts in full as class contact time.

Each school should have a signing out procedure for Health & Safety reasons.

4. Non-Class Contact Time

- 4.1 The divisions of time are detailed in 2.3 of this document. During non-contact time a teacher may decide to:
 - Work at a time and place of their own choosing
 - Carry out preparation and correction from their personal allowance or
 - Carry out tasks from the agreed collegiate activities
- 4.2 Non-class contact should be planned in blocks of no less than 45 minutes in the Primary sector or one period in the Secondary sector. This will ensure both a meaningful educational experience for pupils and a sufficient period for professional tasks to be undertaken.
- 4.3 Where there is a shorter working week arising from in service or holiday arrangements, **then the normal pattern of non-class contact should apply**. In such atypical weeks, some teachers may have more non-class contact than they would otherwise be due and others less (eg. If their non-class contact falls on a holiday). This should be

balanced out, where possible, by varying the days for non-class contact over the session or over a number of sessions.

- 4.4 Where an individual teacher is not in school for part of the week, **the normal pattern of non-class contact should apply.**
- 4.5 Class committed promoted staff (eg Primary Head Teacher) should receive a pro-rata reduction in class contact time as specified in Appendix 3.

5 Remaining Contractual Time

Annual Balance of Time

All Sectors	190 Hours
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- 5.1 The use of the remaining contractual time of 5 hours per week will be agreed to facilitate other appropriate professional activities. The use of this time will be planned in the School Collegiate Activity Time calendar and is subject to agreement at school level. In larger schools, some of the activities and time may be devolved to a unit level (e.g. Faculty/department/stage level). If so, the use of this time should be planned and agreed by the staff working within the unit. Individual teachers will use their professional judgement in relation to the prioritisation of tasks within the agreed plan.
- 5.2 For **planning purposes only** it may be useful to consider the weekly time aggregated over the school session as 190 hours. These hours exclude the five in-service days which all teachers must attend in accordance with authority requirements and as agreed at school level.
- 5.3 An agreed programme of activities should be arranged across the school session in a way which reflects school needs, takes into account the different pressures on schools at various times and which meets the National Agreement. This programme of activities should take account of the activities listed below, particularly the workload generators of reporting, assessment and planning and the time limits specified in Appendix 1 of this Guidance.

The activities include:

- ◆ Parents' meetings
- ◆ Staff meetings
- ◆ School based negotiations
- ◆ Preparation of reports, records, etc.
- ◆ Forward planning
- ◆ Formal assessment
- ◆ Professional review and development
- ◆ Curriculum development
- ◆ Additional supervised pupil activity

- ◆ Continuous professional development
- ◆ Meetings with External Agencies
- ◆ Additional time for preparation and correction

Where it is proposed that there should be cluster based activities these should be discussed and agreed as part of each school's WTA. Where there are to be joint working meetings involving staff from a number of schools travel time should be included.

- 5.4. **Parents' meetings, staff meetings etc.** Within all sectors, a maximum of 60 hours of the collegiate time may be used for parents' meetings and all other collegiate meetings as agreed by staff.
- 5.5. **School based evaluation and negotiations.** One hour should be allocated to allow for the school to undertake annual evaluation as part of the process of reaching agreement. One hour should also be allocated for staff to meet to formulate proposals prior to an agreement being made. Where Trade Union (TU) representatives are involved in the negotiations, the one hour would allow for the TU representatives to meet their members. Time should be agreed in the calendar of whole staff meetings to allow the whole staff to consider and agree the school working time agreement.
- 5.6. **Preparation of Reports.** Account should be taken of pupil numbers and typical completion time.
- 5.7. **Forward Planning.** Some forward planning may be required to be undertaken on an individual basis, but it is possible that much of it will feature in school as a collegiate activity. In accounting for this time, work involved in constructing the school/departmental development plan and Standards and Quality reports will be included.
- 5.8. **Formal Assessment and Moderation.** Assessment of a diagnostic or formative nature should be considered part of a teacher's normal preparation and correction activities. Moderation sits firmly within learning, teaching and assessment and has the learner at its centre. Moderation provides a means of arriving at a shared understanding of standards and expectations to inform future learning and teaching. However, collegiate time should be allocated for National Assessments and National Qualifications (prelims, NABS etc) and moderation.
- 5.9. **Professional Development and Review Scheme (PDRS).** Two hours should be allocated for the PDRS meetings to allow time for self-evaluation in preparation for the Review meeting.
- 5.10. **Curriculum Development.** This would include arrangements for policy development and curriculum development on an individual or group basis. The allocation of time for curriculum development may be very limited on a weekly basis and the nature and extent of planned curriculum development should take that into account.

- 5.11. **Additional Supervised Pupil Activity.** Such activity is voluntary in nature and should not normally be counted towards collegiate time. However, where additional supervised activity is intrinsic to the pursuance of the subject, an allocation of collegiate time should be considered.
- 5.12. **Continuing Professional Development (CPD).** Additional CPD, over and above the individual maximum 35 hours detailed in section 7, may be agreed as part of the collegiate calendar. If included, the use of the additional CPD time should be agreed as part of each individual's CPD plan through the PDRS scheme.
- 5.13. **Additional Preparation & Correction Time.** Head Teachers and staff are asked to consider carefully the workload of teachers when agreeing collegiate time activity. It is strongly recommended that where there is evidence that teachers are having difficulty with workload that extra time is allocated from the 190 hours collegiate time to additional preparation and correction time.
- 5.14. **Flexibility.** In planning the use of available time, a minimum of 20 hours should be left for flexibility which could be utilised, by agreement, for unplanned commitments which arise during the session (e.g. HMI visits, emergency meetings, student placements etc). Any time unused would be split between preparation and correction and collegiate time in a proportion agreed at school level.
- 5.15 **Meetings with External Agencies.** All case conferences, meetings with external agencies and other partners.

6. Parents' Meetings

- 6.1 Individual schools should agree an annual programme of parents' meetings, the time allocated to each of which should normally be between 1½ and 2½ hours.
- 6.2 Individual teachers should not be expected to attend parents' meetings for groups of pupils who they do not teach or for whom appointments have not been made. Any teacher without appointments should notify his or her line manger.
- 6.3 When an individual teacher has met all parents whom she/he is scheduled to meet then such a teacher should not be expected to remain at the meeting.
- 6.4 In considering parents' meetings as part of a teacher's working time, time actually spent at the meeting should be increased by a minimum of 50% to take account of the requirement to devote time to prepare for these meetings.

- 6.5 Additional time to prepare for parents' evenings if necessary may also be agreed.
- 6.6 Time should be planned and made available for non-directed ad hoc consultation which teachers have with parents at short notice and by appointment.

7. Continuing Professional Development

- 7.1 The Professional Development and Review Scheme (PDRS) agreement defines the process for agreeing and recording the additional maximum of 35 hours for CPD on an annual basis.

8. Part Time and Job Share Staff

- 8.1 For staff employed on part time and job share contracts, the allocation of time is on a pro-rata basis as detailed in Appendix 3.
- 8.2 Within the Primary and Nursery Sector, to achieve the minimum non-contact period of 45 minutes, time may be aggregated for staff on a contract of 0.2FTE or less. This is the only occasion where time can be aggregated and only then by agreement between the teacher and Head Teacher. If there is no such agreement, then non-contact time should be allocated on a weekly basis.
- 8.3 Teachers have a pro-rata entitlement to the additional maximum 35 hours annual CPD.
- 8.4 Teachers are expected to undertake the agreed collegiate activities on a *pro-rata* basis. The balance of such activities may differ to that of a full-time teacher.
- 8.5 The teachers' working year is expressed solely as 195 days, but the occurrence of public holidays and occasional day impacts on the working year of part time teachers. Where the working pattern is such that a part time teacher would be unable to take public holidays and occasional days then other arrangements should be made to enable the teacher to take this leave. Likewise, if the working pattern would result in a part time teacher receiving more public holidays and occasional days than they are entitled to then arrangements would need to be made to ensure that the leave was appropriately adjusted.

Part time teachers are required to work their pro rata share of 195 days. Further guidance on part time teachers' entitlement to occasional day holidays, attendance at in-service closure days and implications for number of days required to be worked is included in the Guidance for Schools on Part-Time Teachers – Leave and In-Service Arrangements, attached as Appendix 4.

- 8.6 Teachers employed on a part time basis have a pro-rata entitlement to 5 days In-Service. When this involves working days in addition to the pro-rata portion of 195 days, then these days will be undertaken with pay. These additional days will be subject to agreement between the Head Teacher and the teacher.
- 8.7 Teachers on pro-rata arrangements are not required to undertake collegiate activities on a day where they are not employed. The exception to this principle is planned parents' meetings. The collegiate time calendar should be organised to allow such staff to participate on their normal working days (e.g. by varying the day for staff meetings).

9 School Based Decision Making Arrangements

- 9.1 All teaching staff must be involved in the decision making process as far as the composition and timing of collegiate activities at a school level is concerned. All teaching staff should be issued with a copy of this document which includes Appendix 5 SNCT Code of Practice on Collegiality.
- 9.2 Prior to the annual negotiation, there should be an evaluation of the current year's working time agreement at faculty/department/stage level and at school level as part of the process. Provision should be made for identifying and addressing/rectifying existing or emergent workload problems.
- 9.3 Where some activities and a time allocation are delegated to faculties/departments/stages then the plan and time allocation for those delegated activities should be agreed at that level. The whole school plan and faculty/stage plan, taken together, should lie within the time allocations summarised in Appendix 1. Individual teachers will use their professional judgement in relation to the prioritisation of tasks within the agreed school working time agreement.
- 9.4 The arrangements for discussion at establishment level will be made by the Head Teacher and will involve representatives of the recognised Trade Unions and such consultative mechanisms as exist under present arrangements. These discussions should take place in the summer-term for implementation in the following session, and should lead to an agreement which can be put to a meeting of the whole school teaching staff for their approval.
- 9.5 The Joint Chairs/Secretaries of the LNCT will arbitrate at an appropriate stage if there is a failure to produce an agreement that can be put to all staff before the end of session.
- 9.6 Once agreement has been reached it is expected that all teaching staff in the establishment will undertake the activities as appropriate.

The agreement should be accessible to all teachers, for example via the school intranet.

- 9.7 The working time agreement will be adhered to by everyone involved and the integrity of the 35 hour working week will be maintained. Within the agreement, the times allocated to tasks should be realistic and subject to ongoing review.
- 9.8 Once made, the agreement can only be amended through the same consultative mechanisms and such amendment is subject to approval of all the teaching staff in the establishment.
- 9.9 The criteria for effective school consultation and negotiating arrangements should include:
- The establishment of school based negotiating machinery.
 - Involvement of teachers' trade union school representatives.
 - An agreed framework for consultation and agreement with staff on the school improvement plan.
 - A collegiate framework for establishing the school's programme of activities.
 - Annual evaluation of the effectiveness of the school's programme of activities.
 - Clear monitoring procedures at local level.

10. Monitoring this Agreement

- 10.1 Teacher workload must be managed within the context of the 35 hour week and the Working Time Agreement (WTA). The monitoring of workload should be an integral part of the monitoring of the effectiveness of the WTA.
- 10.2 Teachers are encouraged to monitor and audit their own workload and to raise concerns with their line manager if and when they arise.
- 10.3 The allocation of time is a matter for agreement within each school and this agreement should be monitored at school and at faculty/department/stage level to ensure sufficient time is being made available for planned activities.
- 10.4 Each school should use its consultative mechanisms to monitor workload on an ongoing basis and to inform the annual negotiation on Working Time. The current year's school agreement should be used to assist the annual evaluation. The questionnaire in Appendix 5 could be used to assist the process.
- 10.5 The school agreement (Appendix 2) should be signed by the Head Teacher and TU/staff representatives and this document should be accessible to all staff. The Joint Chairs/Secretaries of the LNCT will

arbitrate if the school agreement is inconsistent with the LNCT agreement.

- 10.6 All schools should send a signed copy of their WTA to their Quality Improvement Officers (QIOs) by the end of this session, for information. (Appendix 1 and 2)
- 10.7 By the end of the session QIOs will forward copies of all the school agreements within their network to the Joint Secretaries of the LNCT, Education, Learning & Leisure, Woodhill House, Aberdeen.
- 10.8 The role of the LNCT is to monitor the process and the impact on the management of workload. The LNCT will consider all schools Working Time Agreements on an annual basis or as part of a rolling programme over a three year period. The LNCT will supplement a paper review by visiting a sample of schools.
- 10.9 Following such monitoring and evaluation, the LNCT will circulate examples of good practice.
- 10.10 As part of the Quality Assurance process the development of Collegiality and WTA will be monitored by the council through QIOs. The quality assurance framework will particularly help in preparing for HMIE inspections and meeting the Quality Indicators in the revised How Good is Our School (HGIOS 3). Such monitoring will emphasise the commitment to address workload and meet the obligations to establish collegiality. However, monitoring by QIOs does not replace the need for monitoring by the LNCT and evaluation which involves teachers and teachers' representatives.
- 10.11 Further work by the LNCT is required in the Assessment of the Wider Cultural Climate and the development of Collegiality. The SNCT's Code of Practice on Collegiality should be discussed at school level and used to steer progress towards collegiate working within all schools. The LNCT will develop methods to assist and monitor that progress.
- 10.12 The purpose of LNCT monitoring is to provide feedback, to inform future negotiations and to identify and share good practice.

11. Conclusion

- 11.1 It is incumbent on all of us involved in the process to approach the future in a spirit of mutual understanding and trust and to set the tone and manner that will enable the culture and atmosphere of our schools to flourish.



WORKING TIME AGREEMENT – SESSION 2011/2012

COLLEGIATE ACTIVITIES

Paragraph reference	Collegiate Activities	Time Allocations
	Meetings	
6	Parent Meetings (plus 50% allocation)	
6.6	Additional time for parental consultation	
	Whole school staff meetings	
	Faculty/stage meetings	
	Management team meetings	
	Liaison with Visiting Specialists, SFL, etc	
5.5	School based evaluation and negotiations	2
5.9	PDRS Review	2
5.15	Meetings with external agencies	
	Total for Meetings	Maximum of 60 hours
	Additional Activities	
5.6	Preparation for reports, records, etc	
5.7	Forward planning	
5.8	Formal assessment and moderation	
5.10	Curriculum Development	
5.11	Additional supervised pupil activity	
5.12	Additional CPD	
5.13	Additional time for preparation and correction	
5.14	Flexibility	Minimum of 20 hours
	Total over the session	190

**SCHOOL WORKING TIME AGREEMENT SIGNING OFF FORM
SESSION 2011/12**

School Name: _____

All teachers have been issued with a copy of the LNCT Guidance for Schools on Working Time and Collegiate Activities Session 2011/2012 and the school working time agreement has been developed and agreed in accordance with Section 9 of the Guidance.

Signed:

Head Teacher _____

Signed by Trade Union Reps (where applicable) and/or Teachers

Name	Union if Applicable

Please attach school working time agreement and forward to QIO.



FTE	22½ Class Contact Time	Collegiate time	Personal Allowance	Total	Non- class Contact time Nursery, Primary later stages	Non class contact Secondary
	Hr Mins	Hr Mins	Hr Mins	Hr Mins	Hr Mins	Hr Mins
1.0	22.30	5.00	7.30	35.00	2.30	5.00
0.9	20.15	4.30	6.45	31.30	2.15	4.30
0.8	18.00	4.00	6.00	28.00	2.00	4.00
0.7	15.45	3.30	5.15	24.30	1.45	3.30
0.6	13.30	3.00	4.30	21.00	1.30	3.00
0.5	11.15	2.30	3.45	17.30	1.15	2.30
0.4	9.00	2.00	3.00	14.00	1.00	2.00
0.3	6.45	1.30	2.15	10.30	0.45	1.30
0.2	4.30	1.00	1.30	7.00	0.30	1.00
0.1	2.15	0.30	0.45	3.30	0.15	0.30

Aberdeenshire
COUNCIL  **Education,**
Learning & Leisure

GUIDANCE FOR SCHOOLS

Part-Time Teachers – Leave and In-Service Arrangements

Session 2011 - 2012

1.0 Introduction

1.1 The Part Time Workers Regulations (Prevention of Less Favourable Treatment) Regulations 2000 make it unlawful to treat part-time workers less favourably than their full-time counterparts. This means that part-time teachers are entitled to the same entitlements to leave, on a pro-rata basis, as a full-time teacher and should therefore receive a proportion of that leave based on their contracted hours of work.

1.3 Teachers employed on a part-time basis also have a pro-rata entitlement to the agreed number of In-Service days (currently 5) in each school year.

2.0 Need for adjustments

2.1 A full-time teacher is paid the annual salary for their scale point. In the school session 2011 – 2012 the full-time teacher has a working year of 194 days due to the additional Public Holiday awarded for the Royal Diamond Jubilee. A part-time teacher will receive the pro-rata proportion of the annual salary and therefore should actually work the same proportion of 194 days. (See column 1 on table)

2.2 The placement of Public Holidays and Occasional days within the overall scheme of school holidays, when set against the working pattern of individual part-time teachers, can result in some teachers receiving less or more leave than their entitlement.

- 2.3 In-Service days are set each year and this, when considered against the working pattern of individual part-time teachers, can result in some teachers not receiving their pro-rata entitlement to In-Service.

3.0 Implementation Guidance

- 3.1 To ensure that each part-time teacher is working the correct number of days in the school session and receiving their pro-rata entitlement to In-Service, Head Teachers should use the following table and examples as a guide for calculating entitlement. The attached ready reckoner may be used as a tool for calculating entitlement.
- 3.2 Prior to the new school session or on commencement of employment of a teacher part way through the year a calculation should be made to establish the pro-rata proportion of 194 working days that the part-time teacher is required to work. The following table should be used for this purpose.

FTE	Days employed	Pupil Days	In Service	Public Holiday/Occasional Days
1.0	194	189	5	6
0.8	155	151	4	5
0.6	116.5	113.5	3	3.5
0.5	97	94.5	2.5	3
0.4	77.5	75.5	2	2.5
0.2	39	38	1	1

- 3.3 The number of potential working days should be identified for the whole school session for each individual (this will vary depending on working pattern). This should include attendance during the session at In-Service days.
- 3.4 Depending on the working pattern of the part-time teacher an adjustment may be required to enable the part-time teacher to receive their entitlement to In-Service and Public Holiday/Occasional days.

Where the working pattern is such that a part-time teacher would be unable to take public holidays and occasional days then other arrangements should be made in consultation with the Head Teacher to enable the teacher to take this leave. Likewise, if the working pattern would result in a part-time teacher receiving more public holidays and occasional days than they are entitled to then arrangements would need to be made to ensure that the leave was appropriately adjusted.

Where the working pattern is such that a part-time teacher would be unable to undertake their entitlement to In-Service then other

arrangements should be made in consultation with the Head Teacher to enable the teacher to attend the relevant number of In-Service days. This could be done by adjusting the days worked in that week or by claiming the day attended at the In-Service day. The timings of such adjustments will be subject to the exigencies of the service.

- 3.5 Examples 1 - 5 should be used as guidance to calculating entitlement for the part-time teacher based on varying work patterns.

EXAMPLE 1

Teacher works 0.4 FTE

Working pattern for schools session 11/12 – all day Tuesday and Wednesday

From 15/08/11 to end of school session on 29/6/11 = 194 working days x 0.4 FTE = **77.5 working days pro-rata commitment** (includes 2 In-Service days as detailed below)

Potential working days:

Aug to Oct term	= 16 days
Oct to Dec term	= 18 days
Jan to Easter term	= 24 days
Easter to July term	= <u>22 days</u>
	80 days

PUBLIC HOLIDAYS/ OCCASIONAL DAYS

Within the 11/12 session there are 6 Public Hols/Occ days
6 x 0.4 FTE = 2.5 days pro-rata entitlement to Public Hols/Occ days

For example – These will vary depending on network

Thursday 09/02/12 – Not within work pattern
Friday 10/02/12 – Not within work pattern
Monday 13/02/12 – Not within work pattern
Monday 07/05/12 – Not within work pattern
Monday 04/06/12 – Not within work pattern
Tuesday 05/06/12 – **Falls** within work pattern

IN-SERVICE DAYS

Using the same FTE and work pattern as above, this teacher's pro-rata commitment to In-Service days over the same period are detailed below.

In the above period there will be 5 In-Service days:

Monday	15/08/11 – not within working pattern
Monday	14/11/11 - not within working pattern
Tuesday	15/11/11 - falls within working pattern
Tuesday	14/02/12 - falls within working pattern
Wednesday	15/02/12 - falls within working pattern

Therefore pro-rata commitment of 5 days x 0.4 FTE = **2 days**.

There is one Public Holidays/Occasional days that fall within the teachers working pattern and therefore the teacher would work 79 days when in fact their pro-rata commitment is only 77.5 days; an additional day and a half.

The options for this teacher are as follows:

- Work only 2 of the In-Service days and claim or take off an additional ½ day. This will ensure that the teacher has received their entitlement to In – Service and worked the required 77.5 days in session.
- Work all 3 In-Service days that fall within their working pattern and take 1½ additional pupil days off.
- Work 79 days and be paid for the additional 1½ days over the teacher's 77.5 day pro-rata commitment.

The teacher would require to discuss, with their Head Teacher before the beginning of the new session, which of the above options are mutually acceptable.

EXAMPLE 2

Teacher works 0.4 FTE

Working pattern for schools session 11/12 – all day Monday and Friday

From 15/08/11 to end of school session on 29/6/11 = 194 working days x 0.4 FTE = **77.5 working days pro-rata commitment** (includes 2 In-Service days as detailed below)

Potential working days:

Aug to Oct term	= 16 days
Oct to Dec term	= 18 days
Jan to Easter term	= 24 days
Easter to July term	= <u>22 days</u>
	80 days

PUBLIC HOLIDAYS/ OCCASIONAL DAYS

Within the 11/12 session there are 6 Public Hols/Occ days

6 x 0.4 FTE = 2.5 days pro-rata entitlement to Public Hols/Occ days

For example – These will vary depending on network

Thursday 09/02/12 – Not within work pattern

Friday 10/02/12 – **Falls** within work pattern

Monday 13/02/12 – **Falls** within work pattern

Monday 07/05/12 – **Falls** within work pattern

Monday 04/06/12 – **Falls** within work pattern

Tuesday 05/06/12 – Outwith work pattern

This teacher has 4 days which fall within their working pattern (their pro-rata entitlement is only 2½ days) therefore will only be working 76 days.

IN-SERVICE DAYS

Using the same FTE and work pattern as above, this teacher's pro-rata commitment to In-Service days over the same period are detailed below.

In the above period there will be 5 In-Service days:

Monday	15/08/11 – falls within working pattern
Monday	14/11/11 - falls within working pattern
Tuesday	15/11/11 - not within working pattern
Tuesday	14/02/12 - not within working pattern
Wednesday	15/02/12 - not within working pattern

Therefore pro-rata commitment of 5 days x 0.4 FTE = **2 days**. As 2 In-Service days fall within the teachers working pattern they will meet their In-Service day commitment.

The options for this teacher are as follows:

- Work an additional 1 ½ pupil/In-Service days to meet their 77.5 day commitment
- or
- Have 1 ½ days salary deduction

The teacher would require to discuss, with their Head Teacher before the beginning of the new session, which of the above options are mutually acceptable.

EXAMPLE 3 – JOB SHARE

JOB SHARE PARTNER 1

Teacher works 0.5 FTE

Working pattern for schools session 11/12 – Monday and Tuesday all day and Wednesday am

From 15/08/11 to end of school session on 29/6/11 = 194 working days x 0.5 FTE = **97 working days pro-rata commitment** (includes 2.5 In-Service days as detailed below)

Potential working days:

Aug to Oct term	= 20 days
Oct to Dec term	= 22.5 days
Jan to Easter term	= 30 days
Easter to July term	= <u>27.5 days</u>
	100 days

PUBLIC HOLIDAYS/ OCCASIONAL DAYS

Within the 11/12 session there are 6 Public Hols/Occ days
6 x 0.5 FTE = 3 days pro-rata entitlement to Public Hols/Occ days

For example – These will vary depending on network

Thursday 09/02/12 – Not within work pattern

Friday 10/02/12 – Not within work pattern

Monday 13/02/12 – **Falls** within work pattern

Monday 07/05/12 – **Falls** within work pattern

Monday 04/06/12 – **Falls** within work pattern

Tuesday 05/06/12 – **Falls** within work pattern

IN-SERVICE DAYS

Using the same FTE and work pattern as above, this teacher's pro-rata commitment to In-Service days over the same period are detailed below.

In the above period there will be 5 In-Service days:

Monday	15/08/11 – falls within working pattern
Monday	14/11/11 - falls within working pattern
Tuesday	15/11/11 - falls within working pattern
Tuesday	14/02/12 - falls within working pattern
Wednesday	15/02/12 – ½ falls within working pattern

Therefore pro-rata commitment of 5 days x 0.5 FTE = **2.5 days**.

There are 5 In-Service days which fall within the work pattern however to ensure that the teacher is working the commitment to contracted days they would still be required to attend or mutually agree with the Head Teacher to cover pupil days for their job share partner. An adjustment is required. There are 4 Public Holidays/Occasional days that fall within the teachers working pattern and therefore the teacher would work 96 days when in fact their pro-rata commitment is 97 days. The teacher therefore is due the Council back one day

The options for this teacher are as follows:

- Work an additional pupil/In-Service day
- Have 1 days salary deduction

The teacher would require to discuss, with their Head Teacher before the beginning of the new session, which of the above options are mutually acceptable.

EXAMPLE 4 – JOB SHARE

JOB SHARE PARTNER 2

Teacher works 0.5 FTE

Working pattern for schools session 11/12 – Wednesday pm and all day Thursday and Friday

From 15/08/11 to end of school session on 29/6/11 = 194 working days x 0.5 FTE = **97 working days pro-rata commitment** (includes 2.5 In-Service days as detailed below)

Potential working days:

Aug to Oct term	= 20 days
Oct to Dec term	= 22.5 days
Jan to Easter term	= 30 days
Easter to July term	= <u>27.5 days</u>
	100 days

PUBLIC HOLIDAYS/ OCCASIONAL DAYS

Within the 11/12 session there are 6 Public Hols/Occ days

6 x 0.5 FTE = 3 days pro-rata entitlement to Public Hols/Occ days

For example – These will vary depending on network

Thursday 09/02/12 – **Falls** within work pattern

Friday 10/02/12 – **Falls** within work pattern

Monday 13/02/12 – Not within work pattern

Monday 07/05/12 – Not within work pattern

Monday 04/06/12 – Not within work pattern

Tuesday 05/06/12 – Not within work pattern

IN-SERVICE DAYS

Using the same FTE and work pattern as above, this teacher's pro-rata commitment to In-Service days over the same period are detailed below.

In the above period there will be 5 In-Service days:

Monday	15/08/11 – Not within working pattern
Monday	14/11/11 - Not within working pattern
Tuesday	15/11/11 - Not within working pattern
Tuesday	14/02/12 - Not within working pattern
Wednesday	15/02/12 – ½ Falls within working pattern

Therefore pro-rata commitment of 5 days x 0.5 FTE = **2.5 days**.

There is ½ In-Service days which fall within the work pattern therefore an adjustment would be required in order for the teacher to receive the correct entitlement to In-Service.

There are 2 Public Holidays/Occasional days that fall within the teachers working pattern and therefore the teacher would work 98 days when in fact their pro-rata commitment is 97 days.

The teacher is therefore is **due 1 day back** from the Council

The options for this teacher are as follows:

- Agree with the Head Teacher and job share partner to take a pupil day off and have this covered by the Job Share partner. This will balance the leave for both teachers. They would therefore be required to attend an additional 2 In – Service days to meet their entitlement. This could be paid for or their job share partner could cover 2 pupil days for them (and not attend 2 In-service within their work pattern). This again will balance the entitlement for both job share partners. The teacher would require to discuss, with their Head Teacher before the beginning of the new session, which of the above options are mutually acceptable.

Annual Evaluation

Teachers are encouraged to evaluate their personal workload against the generic figures agreed in their school. This will enable teachers to use professional judgment in relation to how their time is being used. It will also yield information which will feed into the School Consultative Group's annual review of the Working Time Agreement.

To what extent did this year's agreement allocate a realistic amount of time in relation to your professional responsibilities?

Identify any area where the time required under any given heading has been significantly different from what was planned.

Do any of the headings in the current Working Time Agreement require an adjustment in agreed time for next session?

Any new priorities emerging that require an allocation of time?

SNCT CODE OF PRACTICE ON COLLEGIALITY

Introduction

Collegiality is at the heart of the National Agreement “A Teaching Profession for the 21st Century”. Collegiality is a process and a way of working which reflects on relationships and participation by all staff on all aspects of school life.

Collegiality depends on the existence of a climate of professional trust among the Scottish Executive Education Department, councils, directorates, school managers and school staff.

Effective collegiality will not only enhance and develop teacher professionalism, it will also enhance the learning and teaching environment in Scottish schools.

Collegiality at council and school levels can only exist in a climate where the views of all staff are valued and respected, where staff views are fully considered and where staff feel able to contribute to decisions on all areas of school life comfortably, openly and with dignity and where workload issues are recognized. Where such a climate exists, staff are fully involved in contributing to the life of the school and the council.

Although councils and schools will be at various stages in the development of a collegiate culture. LNCTs and establishments should have made some movement in the direction of collegiate working as part of the process of implementation of the National Agreement.

The benefits which accrue from collegiality are not only improved industrial relations and professional satisfaction for teachers, but also an enhanced environment for learning and teaching. The ultimate beneficiaries of collegiality are therefore the young people who attend school.

There is no single model of collegiality but the following description of good practice should be used by staff at all levels to guide and evaluate progress towards collegiate working. It is also important that time is allocated for purposeful and positive involvement in decision making and for engagement in collegiate activities.

1. Collegiality at Council Level

Experience in recent years has demonstrated the value and importance of open communication between and amongst LNCT members in making and implementing decisions on devolved conditions of service matters. Key to this process is a need for mutual respect and trust between partners in order to create a climate of genuine collegiality. This will involve all partners in a reflective, co-operative approach to collegiality.

Where the LNCT has devolved powers, all parties work together to reach agreement by a participative decision making process. In a collegiate council the LNCT should also be seen as a forum for discussion on wider issues impacting on the Education Service.

The views of all participants are encouraged, valued and respected. All partners are encouraged to participate and all views are fully considered. Participants/partners can contribute to discussions and decisions on all areas of council and school life (for example through participation in education working groups). The Director of Education (or Lead Officer for Education) has a key role to play in setting the tone for the development of the culture of collegiality throughout the Education Service.

Once agreements are reached at LNCT level, all partners demonstrate joint ownership and responsibility for these agreements and communicate such. The LNCT monitors agreements regularly and effectively and issues advice when required.

Meaningful dialogue takes place between LNCT Joint Secretaries within agreed timescales. In accordance with the locally agreed constitution, members of the LNCT are well informed, thereby fostering open and honest discussion and affording all members equally the opportunity to share information responsibly and respectfully. All agreements are signed and issued on a joint basis. All LNCT members have agreed time to prepare which is subject to regular review. Agendas are agreed in advance of the meeting by LNCT Joint Secretaries and are issued in good time. Joint Secretaries ensure that matters arising and action points are delegated and concluded appropriately within reasonable timescales.

The LNCT recognises the value of collegiality and provides a model of such partnership working by operating in an atmosphere of mutual respect and trust in the conduct of its discussions and negotiations. Issues of educational significance, including the implications of local and national policy initiatives are discussed regularly and perspectives on such matters are shared between and amongst members of the LNCT.

The principles of collegiate working at council level are reflected at school level. The LNCT has an agreed procedure for monitoring and supporting the work of school negotiating committees. It provides advice, including published guidance, and other interventions, as and when necessary, to support discussions and negotiations in schools. It offers opportunities for joint training on aspects of its work.

As part of collegiate working, the LNCT is committed to supporting leadership at all levels in schools, including the development of associated personal and professional skills amongst all staff. Leadership in this context is distinct from management duties as set out in Part 2, Section 2 (Main Duties) of the National Scheme and Annex B of the National Agreement.

In a collegiate council, the LNCT is seen as a key part of the Education Service.

2. Collegiality at School Level

In schools, collegiate working is carried out within the context of the 35 hour working week.

It is also important to acknowledge that every school is different and that no single model of collegiality will apply to all schools. For instance, the practicalities of collegiate working in a two or three teacher primary school will be very different from working arrangements in a secondary school with a pupil roll of 1600 and over 100 teaching staff. Nevertheless, certain common principles should apply and what follows is a description of the collegiate school.

Strong, effective communications operate within the collegiate school. The prevailing atmosphere fosters mutual respect and encourages frank, open and honest communications amongst all staff. There is evidence of a range of meetings including meetings involving the school's management team and representatives of the staff as a whole and which may include representatives of trade unions and professional organizations. The outcomes of such meetings are communicated to all relevant staff.

All staff contribute to the construction of the Working Time Agreement through a process of consultation, professional dialogue and negotiation; consequently all staff have a sense of ownership of the Agreement. The Agreement is transparent, is signed by all members of the school negotiating team and is submitted to the LNCT by the specified date. Once finalised, the terms of the Agreement are respected by all members of staff and inform the work of the school over the session to which the Agreement applies.

All staff members recognise their responsibility to contribute to the school development process and to participate in this process in a collegiate and constructive manner. There are clear mechanisms in place to allow staff to make their views known; staff express their views openly and professionally. The opinions of staff are valued and are used as input to the school's development plan and policy development processes. School policies and decisions are regularly reviewed and all staff participate in the review process. Any changes required to the plan during the session are subject to appropriate consultation and take account of teacher workload.

Within the context of the 35 hour week and Working Time Agreements all staff in the collegiate school participate in a wide range of whole school activities, such as school committees, policy formulation, curriculum development, professional development and additional supervised pupil activity.

In the collegiate school, leadership qualities are evident throughout the school. There is a devolved and participative style of leadership and management. Staff are afforded opportunities to develop leadership skills and

take advantage of these opportunities. Leadership in this context is distinct from management duties as set out in Part 2, Section 2 (Main Duties) of the National Scheme and Annex B of the National Agreement.

The collegiate school utilises and develops the skills, talents and interests of all staff and involves all staff in the key decisions affecting the life of the school as a whole. More broadly, the spirit of collegiality extends beyond teachers and support staff, and includes parents, pupils and partner agencies.