



Clackmannanshire Council : Services to People

A Teaching Profession for the 21st Century

The 35 hour week

Revised agreement

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The 35-hour week : Revised Agreement

1. The provisions set out in this paper provide a framework within which schools will operate this aspect of the Agreement, "A Teaching Profession for the 21st Century" in a measured, professional way in which a collegiate approach to planning founded in mutual trust and respect is the norm and where the working that follows from the application of that approach continues to be focussed on promoting the welfare and achievements of the young people in Clackmannanshire's schools.
2. This Agreement replaces the previous Agreement, in order to take account of the reduction in the class contact time for primary teachers to 23.5 hours per week from August 2004.
3. The use of the balance of time between a teacher's combined class contact commitment (including any provisions that are made within schools, particularly secondary schools, for internal cover) and personal preparation and correction time is subject to annual negotiation that should lead to an agreement within each establishment.
 - 3.1. The maximum class contact time, the minimum 'Personal allowance' time and the balance for 'collegiate' time is given as Appendix 1.
 - 3.2. Teaching staff carrying management responsibilities will require time to be allocated for the conduct of these duties.
 - 3.3. The initial presumption should be that all teaching staff are capable of determining the deployment of that time in support of the conduct of their professional duties.
4. In deploying the time available all schools should adopt as their objective the preservation of as much of this time as possible for disposal at the professional discretion of teaching staff.
5. The deployment of time away from the professional discretion of staff should focus on activities, meetings, etc that are critical to the operation of the school and the discharge of its obligations to pupils and their parents and, where appropriate, other stakeholders.
6. So far as is reasonably possible, it will be important that schools continue to establish explicit school calendars in which the scheduling of activities takes due account of the preparation, marking and other activities that associate with any critical event. Timescales for the completion of such activities should take due

account of the varying demands that can arise within schools on individuals and/or on particular departments within schools.

7. Critical deployments of time will remain for schools to determine but a framework is outlined in Appendix 2 to act as a guideline which schools may find useful in reaching agreement on the deployment of collegiate time.
8. A teacher's working week has been established as 35 hours. There may be times, however, during a school session when it is not possible to schedule meetings and events in ways that would not lead teachers to be asked to work beyond 35 hours. In such circumstances, it will be necessary to ensure that the average working week over, say, a four week period around such a circumstance does not exceed 35 hours.
9. Deployments of time away from the professional discretion of staff should be agreed locally within schools.
10. Demands on the time available for the prosecution of professional duties should be minimised by abandoning activity of low or no observable general utility, by simplifying activity and through the sensitive scheduling of activity. In planning calendars, it should be recognised that emergencies arise from time to time. The adoption of the approach to planning set out in this agreement will allow for this. A sensible contingency of time should be retained.
11. Beyond the critical variations referred to, the balance of time available to any teacher should be deployed at their discretion in the prosecution of their professional duties in the context of the agreed goals of the school.
12. The time available on in-service days and the manner in which it is disposed of remains available for deployment in customary ways. It remains an important resource for deployment in support of staff and curriculum development activities and in the conduct of the general business of the school providing, therefore, a resource that can be used to reduce the demand on teachers' preparation and correction time within the 35-hour week.
13. Some supervised pupil activities, eg supported study, attract currently a payment in respect of their additionality. Such arrangements should continue but the time committed to such activities should not be seen as constituting any part of the 35-hour week. Approved activities could be undertaken unpaid but in these circumstances would be counted as part of the 35-hour week. It should remain open to staff to volunteer for such and other activities if they so wish.
14. The time available for teachers to dispose of at their own discretion beyond the normal pupil day, may be deployed at times and in locations of the teacher's choosing. Appendix 4 provides guidance on the arrangements that operate where a teacher chooses to exercise this right.
15. Regarding continuous professional development (CPD), 35 hours a year is available beyond the 35-hour week. Staff review should be undertaken within

this time allocation. Time beyond that required to support the conduct of the review process itself should be deployed in relation to development activities agreed through the review or arising from development plans. Further reference is made to CPD in Appendix 3.

16. Schools will require to establish a mechanism through which agreements can be reached. The following arrangements will apply. All schools will establish a committee to conduct negotiations in respect of the 35-hour week. For the purposes of this document, such a committee will be referred to as the School Negotiating Committee (SNC)
 - 16.1. In nursery, primary and special schools where there are fewer than 10 teachers, the SNC will comprise all teaching staff.
 - 16.2. In larger schools the SNC will comprise one or more members of the senior management team and at least one representative from each recognised teacher trade union which has a minimum membership of 20% of the teaching staff within the school. Thereafter, additional places on the SNC will be on the basis of a ratio of 1 representative from each recognised union for each 20 members.
 - 16.3. The proposals put forward to the SNC should take full account of priorities to be addressed and the calendar within which they are to be managed. The nominated trade union representatives will consult formally on the proposals with their members in the school. If agreement is reached, this will be conveyed to all members of staff. The SNC will then meet to formalise the agreement which will be signed by the nominated SNC trade union representatives and the head teacher.
 - 16.4. In the event that all parties do not agree, the SNC members should attempt to resolve differences. If this is not possible, any trade union represented on the SNC can request a ballot of all teaching staff within the school. This will be conducted by the head teacher/trade union officers. The outcome will be decided on the basis of the vote of the majority of participating staff. If the ballot produces an agreement, this should be formalised as in 16.3 above.
17. Failure to reach agreement should be referred to the LNCT.
18. Schools should submit their agreed arrangements by 1 June each year to the Head of Service who will collate these agreements and hold them available for examination and reference by the Local Negotiating Committee for Teachers (LNCT).

(Signed) On behalf of the Council Date

On behalf of the Teachers' Side Date

Appendix 1

Class contact, 'Personal allowance' and collegiate time

		Maximum class contact time	Minimum Personal allowance (33%)	Balance available for collegiate time
Stage 2	From August 2004			
	Primary & nursery	23.5	8.0	3.5
	Secondary	23.5	8.0	3.5
	Special	22.5	7.5	5.0

Appendix 2

Deployment of 'collegiate' time (ie that time beyond combined teaching commitment and personal preparation and correction)

1. Parents' Meetings

The duration and frequency of parents' meetings will be determined by each establishment. It will be important that establishments make explicit provision for the time that is required to prepare for such meetings. An allocation of preparation time equivalent to the duration of a meeting is recommended as a guideline. Parents' meetings should be of an agreed duration that allows them to finish at a reasonable time and certainly should not last longer than 3 hours. Staff are not be expected to attend parents' meetings for groups of pupils whom they do not teach and are, of course, free to leave any such meeting when their appointments are finished.

2. Staff Meetings

Staff meetings include any meeting of a group of staff, eg for whole school, departmental, stage, cross-curricular or management business, eg development planning and discussions relating to the establishment of school-based agreements on the disposal of time covered by these guidelines. Explicit provision for such meetings should be made in a school's calendar.

3. Forward Planning

Forward planning is an important part of the professional duties of a teacher. A certain amount of the activity associated with forward planning, however, is bureaucratic in character. Account should be taken of the time that is involved in the conduct of these bureaucratic duties in establishing calendars. An allocation of 1-2 hours for the completion of each formal forward plan is recommended as a guideline. The utility of existing forward planning activities should be carefully considered.

4. Reporting to Parents

All teaching staff will know from previous experience the amount of time that is required to complete pupil reports. Full account should be taken of this when drawing up calendars. Account should also be taken of the differential workloads that may arise in this context for individual members of staff in establishing timescales for the completion of reports to parents. Every effort should be made to ensure that duties such as the copying of reports are carried out by support staff. The education authority will be continuing to examine ways in which the preparation of reports may be expedited through the use of new technologies and other devices.

5. Formal Assessment

Account should be taken of the time required to prepare for, conduct and mark assessments when drawing up calendars and in the scheduling of activities within these calendars. Schedules of meetings should be moderated, for example, in order to maximise the amount of time available to teaching staff when formal assessments are being conducted. Better ways of using technology and alternative ways of operating to change the manner in which assessments are carried out should be examined. For example, secondary schools might consider using external invigilators during preliminary examinations in order to release the time of teachers for marking of scripts.

6. Curriculum Development

It is anticipated that most curriculum development undertaken in relation to priorities identified in school development plans will continue to take place on in-service closure days. It may also be undertaken through individual or group working undertaken during the pupil day. It is, of course, perfectly possible that it may be undertaken outwith such times. In such cases, explicit provision for such meetings should be made in calendars.

There will also be occasions when such activity contributes to the continuing professional development of teachers and as such may be recognised as contributing to the teacher's CPD commitment.

Appendix 3

Continuous Professional Development

1. Teachers' rights and responsibilities in relation to CPD are recognised in the National Agreement. Most CPD will be undertaken under the terms of the Agreement in the additional 35 hours set aside annually for that purpose and on in-service days.
2. It is, however, recognised that some aspects of CPD can only be carried out during school time. This applies, for example, to some in-services courses organised locally or nationally, but also to activities such as 'shadowing' colleagues to inform the teacher's practice as a reflective professional. Schools will seek to provide such opportunities, within the framework of the school's and the individual's development needs.
3. It is important to recognise that such activities during the 35 hour working week will not normally count towards the 35 hour annual CPD time, unless it is agreed that other duties such as preparation and correction will be 'transferred' to outwith the 35 hour working week in order to 'off-set' the CPD being undertaken within the working week.
4. Neither teachers nor managers will wish to move towards a position of having to dwell on the minutiae of such time allocation. The Agreement is strongly based on developing the professionalism of all teachers and a spirit of collegiality. However, it is important that there is a clarity within this local Agreement about details of implementation in any cases where there is disagreement.

Appendix 4

Undertaking tasks which do not require a teacher to be on school premises

A Teaching Profession for the 21st Century states: "All tasks which do not require the teacher to be on the school premises can be carried out at a time and place of the teacher's choosing: teachers will notify the appropriate manager of their intention in this respect."

1. Teachers may choose to exercise this right by working at a place other than the school in which they normally teach. However, the tasks which a teacher might be expected to carry out on a day to day basis include providing cover for absent colleagues. Normally, schools will have established what cover is required for absent colleagues by shortly after the start of the school day. The school's other arrangements for any day will be known to staff. In order to ensure that teachers can make properly informed decisions about where and when to carry out tasks that do not require them to be on school premises all teaching staff will be in school at the start of each school day except by prior agreement with their nominated manager, for example, where they have been released from school to attend in-service, etc. Traditionally, this has applied particularly in the secondary sector.
2. Once cover and other arrangements have been concluded it will be open to staff, taking all other arrangements into account, to exercise their right to carry out those tasks which do not require them to be on the school premises at a time and place of their own choosing. They will notify a nominated school manager of their intention to exercise this right. All schools should nominate an appropriate manager to fulfil this role.
3. The intention to exercise this right should not normally be refused. All members of staff, however, should be aware that there may be circumstances, often exceptional, that emerge during the course of any day that may make it necessary for all staff to remain in school.
4. All schools must maintain a central book, or file, in which members of staff must sign out before leaving the school premises and in which they must sign back in on their return to school. This book, or file, must be maintained for reasons of health and safety.
5. Schools should review all existing emergency procedures, including fire and other evacuation drills, to ensure that these would not be compromised by a member of staff exercising their right to carry out tasks which do not require them to be on the school premises at a time and place of their own choosing.
6. In primary schools, teachers will not be expected to undertake cover duties during the 1.5 hours non-class contact time during the pupil day, except under exceptional circumstances.

Under the terms of the LNCT Agreement on the reduction in the class-contact

time for primary teachers, it has been agreed that the centrally deployed PE team will make alternative arrangements in the event of teacher absence from that team. It should however be recognised that there may occasionally be exceptional circumstances where it is not possible to provide cover within the PE team.

In such circumstances, in order to ensure that the class can be covered, the following arrangements will apply:

- The head teacher will seek to secure cover from HR;
- If there is no cover available because of other circumstances, the class teacher will take the class. The concomitant loss of the 1.5 hours will be 'repaid' within 5 working days of the time lost, through the provision of additional supply cover to the school.
- In all cases where the school is obliged to cover the classes, the costs of such cover will be paid from central funds.
- It should be stressed that this fall-back position will only occur in exceptional circumstances: it is not envisaged that it will require to be called upon, but it is considered necessary, in the interests of children, to have it available as a last resort.