

North Lanarkshire Council:  
JOINT NEGOTIATING COMMITTEE for TEACHERS

# **Agreement on Working Time Arrangements**

North Lanarkshire Council: JOINT NEGOTIATING COMMITTEE for TEACHERS  
 Working Time Arrangements  
**Layout of the Agreement**

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## 1 The Agreement

- (1) This agreement was reached by the North Lanarkshire Joint Negotiating Committee for Teachers (JNCT).
- (2) The agreement applies to teachers in all establishments and network support bases and is based on *A Teaching Profession for the 21<sup>st</sup> Century*. It must be applied to working time discussions to be held from 2004 onwards. It replaces the *Agreement on Working Time Arrangements for Teachers for Sessions 2002-04*. In addition, in 2006 there will be a review of progress in North Lanarkshire towards all of the milestones in the agreement *A Teaching Profession for the 21<sup>st</sup> Century*, in parallel with the planned review at national level.
- (3) The agreement covers arrangements for the working week for teachers and distinguishes between issues already agreed at local authority level and those to be agreed at establishment level. It deals with the ten professional activities identified in Annex D of *A Teaching Profession for the 21<sup>st</sup> Century*, namely additional time for preparation and correction, parents' meetings, staff meetings, preparation of reports / records etc, forward planning, formal assessment, professional review and development, curriculum development, additional supervised pupil activity, and continuing professional development. However, other duties may be added to this list by agreement within each establishment, depending on the individual needs of the establishment.
- (4) All of the duties in the following sections are required of staff (except *Additional Supervised Pupil Activity* which remains a voluntary area) but staff will have considerable professional autonomy in prioritising time for their own professional tasks. The completion of audit sheets will not be required, although a record of CPD must be kept.
- (5) For staff in the secondary, special and nursery sectors, there will be 190 hours of collegiate time available over the year. In the primary sector, 132.5 hours per year of collegiate time are available from August 2004 and 190 hours from August 2006. Annex A gives an explanation of how these figures were determined. The individual and collective work of teachers should be capable of being overtaken within the 35-hour working week, except for the additional 35 hours per year of Continuing Professional Development.
- (6) The agreement applies from August 2004 onwards, subject to the monitoring, review and re-negotiation procedures in Annex B. In addition, in 2006 there will be a review of progress in North Lanarkshire towards all of the milestones in the agreement *A Teaching Profession for the 21<sup>st</sup> Century*, in parallel with the planned review at national level.
- (7) The JNCT agreement is binding on all parties. Where there are areas of disagreement, the status quo will obtain while conciliation is pursued. Areas which have been agreed will be implemented.

## 2 The Negotiation Process

- (1) The negotiation process will take place in accordance with the timeframe given in Annex C.
- (2) The process of negotiation will be conducted as described in the document *Consultation and Negotiation at Establishment Level*, attached as Annex D.
- (3) The Head Teacher will identify time for members of the Staff Representative Group (SRG) to prepare for meetings prior to negotiations on working time arrangements taking place during the period April to June 2004. Thereafter the establishment agreement may be discussed at any scheduled meeting of the SRG.
- (4) Each establishment is required to return a copy of their agreement to the Depute Director of Education and the agreement must carry the signature of the Head Teacher and the Convener of the Teachers' Side of the SRG.

A summary of sections 1 and 2 is given in the table which follows:

<b>SECTIONS 1 &amp; 2: The Agreement and the Negotiation Process</b>	
<b>AGREEMENT ALREADY REACHED AT JNCT LEVEL</b>	<b>ACTION REQUIRED AT ESTABLISHMENT LEVEL</b>
<ul style="list-style-type: none"> <li>• The amount of collegiate time available per year is 190 hours (132.5 hours for primary staff from August 2004, and 190 hours from August 2006).</li> <li>• The agreement applies from August 2004, subject to re-negotiation as described in Annex B.</li> <li>• A review of progress in North Lanarkshire towards all of the milestones in <i>A Teaching Profession for the 21<sup>st</sup> Century</i> will be held in 2006 in parallel with the national review.</li> <li>• The timeframe for negotiations has been established in Annex C.</li> <li>• The process of negotiation has been agreed in the document <i>Consultation and Negotiation at Establishment Level</i> (Annex D).</li> <li>• The Head Teacher will identify time for the Staff Representative Group to prepare for negotiations during the period April to June 2004.</li> <li>• The establishment's agreement may be discussed at any scheduled meeting of the SRG.</li> </ul>	<ul style="list-style-type: none"> <li>• Establishments will adhere to the timeframe for negotiations in Annex C.</li> <li>• The process of negotiation will be conducted in accordance with that outlined in the document <i>Consultation and Negotiation at Establishment Level</i> (Annex D).</li> <li>• The Head Teacher will identify time for the Staff Representative Group (SRG) to prepare for negotiations during the period April to June 2004.</li> <li>• The facility to discuss the establishment's agreement will be available at any scheduled meeting of the SRG thereafter.</li> <li>• A copy of the establishment agreement must be returned to the Depute Director of Education duly signed.</li> </ul>

### **3 The Open Agreement (Additional Time for Preparation and Correction, Preparation of Reports, Formal Assessment, Curriculum Development, Individual Education Plans)**

(1) The duties described in *A Teaching Profession for the 21<sup>st</sup> Century* make considerable demands on teachers in terms of workload, but different duties make different demands on different staff within the overall workload:

- **ADDITIONAL PREPARATION:** Staff who teach more than one subject or stage, who have little access to high quality locally or centrally produced materials or who are teaching a course or stage for the first time may require more preparation time than others.
- **ADDITIONAL CORRECTION:** Staff who teach in curricular areas heavily dependent on language, or teaching classes or subject areas with extensive homework programmes may require more correction time than others.
- **REPORT PREPARATION:** Staff workload in preparing reports is dependent on the number of classes taught, the number of curricular areas taught, and (in secondaries) the number of periods timetabled for the subject. A secondary teacher timetabled for 1 period per week in S1/2 with 4 classes may well have four times the number of reports to complete as a teacher with one class for 5 periods a week. In between, there are staff with classes timetabled for 2, 3 and 4 periods per week.
- **FORMAL ASSESSMENT:** The factors described above also lead to a position where there are major differences amongst staff in the demands made upon them by formal assessment.
- **CURRICULUM DEVELOPMENT:** Most curriculum development tasks should arise in a planned way from the establishment development plan or the unit, stage or departmental plan. Reasonable timescales for the completion of tasks should be set. Staff workload will vary depending on the availability of high quality locally or centrally produced materials, the introduction of new courses and the number of staff in the department to share the task of curriculum development.

- INDIVIDUAL EDUCATION PLANS: IEPs are the mechanism for forward planning for pupils with special educational needs. Demands on staff vary widely depending on the number of pupils taught who require an Individual Education Plan.
- (2) With so many different circumstances coming into play, the concept of the average caseload is difficult to apply. It may be that a majority of staff are, in fact, exceptions to the average rather than conforming to it. Thus, the average caseload approach is not helpful in the 6 areas above as it does not realistically represent variations in staff workload. Further, it creates unnecessary ill feeling and is seen as detracting from staff professionalism.
  - (3) A more professional approach is to allow staff to prioritise their own time for tasks in these areas. Where there are problems in managing workload, advice and support should be sought from a teacher's line manager, backed by evidence from the member of staff of difficulties in finding time to overtake the tasks. The line manager would then give advice or arrange for further support as appropriate. If a member of staff is dissatisfied with the outcome of the discussion with the line manager, then the line manager should advise the teacher to take the concern to the next relevant senior member of staff and should advise the more senior member of staff that this may happen. If the matter is unresolved at any stage then the member of staff may decide to approach their union representative to request assistance with their informal discussions. Other existing procedures such as the grievance procedure are also available. General difficulties in the operation of an establishment agreement should be referred to the Staff Representative Group for discussion. If the general difficulty cannot be resolved at establishment level, then the Staff Representative Group may refer it to Joint Secretaries of the JNCT if this course of action is agreed.
  - (4) Annex E provides an agreed framework for the discussion of formal assessment.
  - (5) The workload generated by other kinds of assessment also varies considerably from one member of staff to another and by subject department. Assessment which is not defined as formal should be considered to be under the heading "preparation and correction". Difficulties in coping with workload should be taken to the line manager with evidence of their nature. Depending on the nature of the difficulties and the evidence related to them, the line manager will consider whether any further assistance is required and what form it may take. If the workload difficulty is not resolved in this way then the further steps outlined in paragraph (3) are available.
  - (6) Schools should implement the recommendations of the working group on partnership with parents, the working group on assessment and the working group on individual education plans as and when they are issued, following agreement by the JNCT.

A summary of this section is given in the table which follows:

<b>SECTION 3: The Open Agreement (Additional Time for Preparation and Correction, Preparation of Reports, Formal Assessment, Curriculum Development and Individual Education Plans)</b>	
<b>AGREEMENT ALREADY REACHED AT JNCT LEVEL</b>	<b>ACTION REQUIRED AT ESTABLISHMENT LEVEL</b>
<ul style="list-style-type: none"> <li>Teachers will use their own professional judgement in prioritising time for these tasks.</li> <li>A definition of formal assessment has been agreed.</li> </ul>	<ul style="list-style-type: none"> <li>For each member of staff, identify the line manager to be approached if a discussion on workload is required.</li> <li>For all collegiate tasks in this section, determine the nature of the evidence to be presented if a discussion on workload is required (with discussion on formal assessment being based on Annex E).</li> <li>Implement the recommendations of working group on partnership with parents following JNCT approval.</li> <li>Implement the recommendations of working group on assessment following JNCT approval.</li> <li>Implement the recommendations of the working group on IEPs following JNCT approval.</li> </ul>

#### **4 Parents' Meetings**

- (1) Parents' Meetings may be held in the evening or end-on to the pupil day, subject to appropriate consultation with parents.
- (2) Consideration should be given to providing specific time for preparation for these meetings and, if appropriate, a social break. This would be in addition to time already spent by the teacher in, for example, bringing corrections up-to-date for the parental interview.
- (3) It is expected that current arrangements where staff do not require to attend for groups of pupils they do not teach, or are allowed to leave if parental appointments are finished, would prevail.
- (4) A North Lanarkshire working group including union representatives has made recommendations on partnership with parents and these should be implemented by establishments following endorsement by the JNCT.

A summary of this section is given in the table which follows:

<b>SECTION 4: Parents' Meetings</b>	
<b>AGREEMENT ALREADY REACHED AT JNCT LEVEL</b>	<b>ACTION REQUIRED AT ESTABLISHMENT LEVEL</b>
<ul style="list-style-type: none"> <li>Parents' Meetings may be evening and/or end-on, according to consultation with parents.</li> <li>Specific preparation time may be provided, including a social break.</li> <li>Existing arrangements for attendance or leaving early are expected to remain.</li> <li>The recommendations of an Education Department working group (including</li> </ul>	<ul style="list-style-type: none"> <li>Agree the number and duration of parents' meetings.</li> <li>Agree preparation time.</li> <li>Agree whether or not a social break is needed.</li> <li>Agree the timing of meetings to be in the evening, end-on to the pupil day or a mix of both.</li> <li>Agree calendar dates.</li> <li>Agree internal arrangements.</li> </ul>

teacher union representatives) will be implemented by establishments following JNCT approval.	<ul style="list-style-type: none"> <li>• Implement the recommendations of the working group on partnership with parents following JNCT approval.</li> </ul>
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## 5 Staff Meetings

- (1) In all sectors, staff will attend 13 hours of meetings scheduled outwith the pupil day over the session. In the secondary sector these will be devoted to meetings of subject staff. In the nursery, primary and special sectors such meetings may be for the whole staff or for groups of staff. Planning of the 13 hours in tandem with the 7 in-school hours (see points (2) and (3) below) should allow meetings to be held on a regular basis.
- (2) In the nursery, primary and special sectors a further 7 hours of meetings will be scheduled and these will be on In-Service days. Further details are given in Annex F.
- (3) In the secondary sector, a further 7 hours of subject meetings will be scheduled on In-Service days or at other appropriate times during the school day without detriment to learning and teaching, except that they will not form part of the school's schematic timetable. Establishment agreements should be as flexible as possible to allow subject departments to agree a pattern of meetings that suits their needs. Further details are given in Annex F.
- (4) For network support teams, details of the arrangements for staff meetings are given in Annex G.
- (5) As part of their local agreement, establishments can negotiate additional time for meetings outwith the pupil day. In addition, it is possible for staff to have extra meetings during the pupil day on the following conditions: (1) these meeting are additional to the scheduled 20 hours; (2) there must be agreement at establishment level or departmental level that such extra meetings will be held and that staff are willing to attend; (3) some staff may not be able to attend extra meetings if required for cover; (4) the meetings will not be planned into the schematic timetable.
- (6) Annex F outlines the purposes of staff meetings and may be a useful point of reference if a discussion is necessary.
- (7) Subject to agreement with the staff concerned, Head Teachers may make arrangements for meetings of staff who are required to attend other types of staff meeting over and above the 20 hours already scheduled for all staff.
- (8) In the secondary sector Head Teachers will inform the Staff Representative Group how the time released by not scheduling subject meetings within the pupil day has been used.
- (9) The Education Department has undertaken to maintain the current staffing formulae for the duration of the agreement. This guarantees staffing at a level significantly higher than that required nationally.

A summary of this section is given in the table which follows:

<b>SECTION 5: Staff Meetings</b>	
AGREEMENT ALREADY REACHED AT JNCT LEVEL	ACTION REQUIRED AT ESTABLISHMENT LEVEL
<ul style="list-style-type: none"> <li>• All staff will attend 13 hours of meetings outwith the pupil day.</li> <li>• In secondary schools, the 13 hours will be exclusively for subject staff meetings.</li> <li>• A further 7 hours of meetings will be scheduled as described above.</li> <li>• Extra meetings may be agreed outwith or during the pupil day subject to the conditions at (5) above.</li> <li>• Network Support staff will follow the arrangements outlined in Annex G.</li> <li>• Additional time for meetings can be negotiated at establishment level.</li> <li>• Secondary Head Teachers will report on how time released by not including subject meetings in the schematic timetable is used.</li> <li>• Subject to agreement with the staff concerned, Head Teachers may schedule meetings for staff required to attend meetings in addition to the 20 hours.</li> <li>• This section of the agreement is dependent on the staffing standard being maintained.</li> <li>• Secondary staff will have a maximum weekly class contact time of 22.5 hours from August 2004.</li> <li>• Primary staff will have a maximum weekly class contact time of 23.5 hours from August 2004 and 22.5 hours from August 2006.</li> <li>• Teachers in the nursery and special sectors will continue to have a weekly maximum of 22.5 hours class contact.</li> </ul>	<ul style="list-style-type: none"> <li>• For the 13 hours of meetings outwith the pupil day, establishments will agree the number, duration and calendar of meetings and allow flexibility in these wherever possible, as described in Annex F.</li> <li>• Establishments will schedule a further 7 hours of meetings on In-Service days (nursery, primary and special) or on In-Service days or other occasions (secondary) and allow flexibility wherever possible, as described in Annex F.</li> <li>• Network Support teams will implement the arrangements in Annex G.</li> <li>• Establishments may negotiate extra meetings subject to the conditions at (5) above.</li> <li>• Secondary Head Teachers will report on how time released by not including subject meetings in the schematic timetable is used.</li> <li>• Establishments should use Annex F to clarify the purpose of meetings.</li> <li>• Subject to agreement with the staff concerned, Head Teachers may schedule meetings for staff required to attend meetings in addition to the 20 hours.</li> <li>• Secondary schools will arrange for staff to have a maximum weekly contact time of 22.5 hours from August 2004.</li> <li>• Primary schools will arrange for staff to have a maximum weekly class contact time of 23.5 hours from August 2004 and 22.5 hours from August 2006.</li> <li>• Nursery and special establishments will arrange for teachers to continue to have a maximum weekly class contact of 22.5 hours.</li> </ul>

## **6 Union and Professional Association Meetings**

- (1) In accordance with North Lanarkshire policy, staff will have the opportunity to meet as a union or professional association for up to 3 hours each year within the 35-hour week.
- (2) The timing of these meetings will be determined as a result of discussion between the union representatives and the Head Teacher.
- (3) Any union meeting held outwith the pupil day contributes to collegiate time and proposed dates will be the subject of negotiation with the Head Teacher in order to avoid clashes with other events on the establishment calendar.



- (4) Head Teachers may agree to a request to devote some management-directed time on In-Service days to union meetings, depending on other demands for time on these days. This may apply to some or all of the 3 hours to be scheduled each year. Any meetings scheduled in this way would not contribute to collegiate time.

## 7 Planning

- (1) **Establishment Development Planning:** Planning at establishment level should be in accordance with North Lanarkshire's *Guidelines on Development Planning* (published November 1996). The development planning process will limit development priorities to a realistic and manageable number, set a reasonable timescale for the completion of tasks arising from the plan, and take account of resource and staff development implications. If an establishment is inspected during the session then the development plan will be subsumed or replaced by the HMIE Action Plan. In other circumstances, significant changes to the establishment's development plan will be subject to agreement by the Staff Representative Group.
- (2) **Departmental, Stage and Unit Development Planning:** The development planning process at other levels such as departments, stages and units within establishments must also limit development priorities to a realistic and manageable number, set a reasonable timescale for the completion of tasks arising from the plan, and take account of resource and staff development implications. If affected by an HMIE Action Plan, then the other plans should be subsumed or replaced by it.
- (3) **Forward Planning:** Establishments will take account of the Education Department guidance on Forward Planning issued in 2002.
- (4) **Establishment Calendar:** The establishment calendar will be based on the 35-hour agreement reached in each establishment. Consultation will take place on a draft calendar and the final version will be subject to agreement by the negotiating group. Any changes required during the session will be subject to full consultation at the earliest opportunity and to agreement by those staff and others who are affected.

A summary of this section is given in the table which follows:

<b>SECTION 7: Planning</b>	
<b>Establishment Development Planning</b>	
AGREEMENT ALREADY REACHED AT JNCT LEVEL	ACTION REQUIRED AT ESTABLISHMENT LEVEL
<ul style="list-style-type: none"> <li>• The planning process must conform to NLC guidelines.</li> <li>• Inspection will lead to replacement or subsuming of a development plan by the HMIE Action Plan.</li> </ul>	<ul style="list-style-type: none"> <li>• Ensure that the establishment's planning process conforms to the NLC guidelines.</li> <li>• If inspected, subsume or replace the development plan by the HMIE Action Plan.</li> <li>• Agree significant changes to the plan with the Staff Representative Group.</li> </ul>
<b>Departmental, Stage and Unit Development Plans</b>	
AGREEMENT ALREADY REACHED AT JNCT LEVEL	ACTION REQUIRED AT ESTABLISHMENT LEVEL
<ul style="list-style-type: none"> <li>• The planning process must conform to NLC guidelines.</li> <li>• Inspection will lead to replacement or subsuming of a development plan by the HMIE Action Plan.</li> </ul>	<ul style="list-style-type: none"> <li>• Ensure that the establishment's planning process conforms to the NLC guidelines.</li> <li>• If inspected, subsume or replace the development plan by the HMIE Action Plan.</li> <li>• Agree significant changes to the</li> </ul>

	plan with the Staff Representative Group.
<b>Forward Planning</b>	
AGREEMENT ALREADY REACHED AT JNCT LEVEL	ACTION REQUIRED AT ESTABLISHMENT LEVEL
<ul style="list-style-type: none"> <li>Establishments will take account of the 2002 guidance on Forward Planning.</li> </ul>	<ul style="list-style-type: none"> <li>Establishments will take account of the 2002 guidance on Forward Planning.</li> </ul>
<b>Establishment Calendar</b>	
AGREEMENT ALREADY REACHED AT JNCT LEVEL	ACTION REQUIRED AT ESTABLISHMENT LEVEL
<ul style="list-style-type: none"> <li>Establishment calendars will be based on the establishment's working time agreement.</li> <li>Establishments will consult staff on the draft calendar and agree the final version with the Staff Representative Group.</li> <li>Changes after the start of the session must be agreed by those affected.</li> </ul>	<ul style="list-style-type: none"> <li>Base the calendar on the establishment's working time agreement.</li> <li>Consult staff on the draft calendar and agree the final version with the Staff Representative Group.</li> <li>If changes are required after the start of session, agree them with those affected.</li> </ul>

## 8 Professional Review and Development and Continuing Professional Development

- (1) The Professional Review and Development (PRD) process is the main way of agreeing individual staff development needs, taking account of unit, stage, departmental, establishment, local authority and national priorities.
- (2) In line with North Lanarkshire's existing advice, the annual PRD process should take about 3 hours. For line managers carrying out PRD with the staff for whom they have responsibility, the process should take about 3 hours per member of staff. This time will contribute to collegiate time unless the process is carried out on In-Service days.
- (3) Revised materials for the recording of PRD meetings were agreed by the JNCT in March 2004 and should be used in all establishments from April 2004. The revised materials will apply at whatever stage of the triennial/annual cycle each member of staff has reached. The PRD policy remains unchanged. The revised materials should overcome some of the difficulties experienced by temporary teachers in engaging with the PRD process.
- (4) The Education Department is committed to maintaining the staff cover budget for PRD for the duration of the agreement.
- (5) The term *Continuing Professional Development* (CPD) is used to describe all staff development activities. A description of the range of activities considered to be appropriate for staff development is included in the revised materials for recording PRD meetings.
- (6) Some CPD may continue to occur during the pupil day, for example attendance at a meeting or an in-service course.
- (7) In addition to CPD activities during the school day, all teachers are required to be involved in an additional 35 hours of CPD per year over and above the working week, as required by the agreement *A Teaching Profession for the 21<sup>st</sup> Century*.

- (8) The revised materials combine the CPD Plan and the CPD Record into one document. The Plan is agreed with the line manager at the PRD meeting. Responsibility for the completion and updating of the CPD Record lies with the individual member of staff.

A summary of this section is given in the table which follows:

<b>SECTION 8: PRD and CPD</b>	
AGREEMENT ALREADY REACHED AT JNCT LEVEL	ACTION REQUIRED AT ESTABLISHMENT LEVEL
<ul style="list-style-type: none"> <li>• An allowance of 3 hours of collegiate time per PRD will be made (unless In-Service days are used).</li> <li>• The Education department will maintain the PRD cover budget for the duration of the agreement.</li> <li>• New materials for recording PRD meetings have been approved by the JNCT.</li> <li>• All staff are required to undertake an additional 35 hours of CPD activities to fulfil the national agreement.</li> <li>• Revised recording materials will be introduced from April 2004.</li> </ul>	<ul style="list-style-type: none"> <li>• Establishments will maintain the annual and triennial programme of PRD.</li> <li>• An allowance of 3 hours of collegiate time per PRD will be made (except for In-Service days).</li> <li>• Establishments will introduce the revised materials from April 2004.</li> <li>• Reviewers will be responsible for completing the CPD Plan and reviewees will be responsible for completing the CPD Record.</li> <li>• All staff will undertake an additional 35 hours of CPD per session beyond the working week.</li> </ul>

## **9 Additional Supervised Pupil Activity**

- (1) Additional supervised pupil activities such as clubs, sports, trips and supported study are legitimate collegiate time activities. Such activities are very highly valued by pupils, parents and the Council. Staff involvement in them is voluntary and the time spent on them can be counted towards collegiate time. Establishments will support staff involved in additional activities wherever possible as described at (4) below.
- (2) Establishments should agree a mechanism to enable staff to opt in to such activities and should plan to include the activities in the establishment calendar wherever possible.
- (3) Staff should discuss any issues arising with their line manager or the appropriate SMT member whenever necessary.
- (4) Substantial funds will continue to be made available for the duration of the agreement to assist with these kinds of activities including the purchase of equipment and materials (which may also be used for departmental, stage, unit or class purposes), subsidising trips and bringing in specialist groups such as theatre companies.

A summary of this section is given in the table which follows:

<b>SECTION 9: Additional Supervised Pupil Activity</b>	
AGREEMENT ALREADY REACHED AT JNCT LEVEL	ACTION REQUIRED AT ESTABLISHMENT LEVEL
<ul style="list-style-type: none"> <li>• The Education Department will maintain the Out of School Hours Learning budget for the duration of the agreement.</li> <li>• Establishments will establish a mechanism to enable staff to be involved voluntarily in such activities and to plan them into the calendar.</li> </ul>	<ul style="list-style-type: none"> <li>• Establishments will agree a mechanism to enable the voluntary involvement of staff in activities and plan them into the calendar.</li> <li>• Establishments will assist activities using their Out of School Hours Learning budget.</li> </ul>

## 10 Arrangements for Signing Out

- (1) Both of the Joint Secretaries to the North Lanarkshire JNCT contacted the respective Joint Secretaries to the SNCT (Scottish Negotiating Committee for Teachers). Two main questions were posed: (1) Is signing out a national or devolved matter? (2) Is the facility to sign out conditional or unconditional? The advice we have received establishes that, first, signing out is both a national and a devolved matter. The facility to sign out has been established nationally and applies to all teachers in Scotland, but the specifics of the matter may be determined by the JNCT within each local authority. Second, the right to sign out is conditional rather than unconditional. The conditions under which signing out may occur are described in part in the national agreement *A Teaching Profession for the 21<sup>st</sup> Century* and in part they are to be determined locally.
- (2) The references in *A Teaching Profession For The 21<sup>st</sup> Century* to signing out are as follows:
- Section 2 Conditions of Service, Paragraph 2.2 Working Hours: Working Week: *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 line manager of their intention in this respect;*
  - Annex D: Code of Practice on Working Time Arrangements for Teachers: *If a teacher is not required to be on the premises for certain duties, for example preparation and correction, these may be undertaken at a time and place of the teacher's own choosing. Teachers will be expected to notify the appropriate line manager of their intentions in this respect.*
- (3) It is recognised that in every establishment there already exist arrangements for staff to ask for special leave or time off for personal purposes such as appointments which cannot be made outwith school hours, family circumstances and personal emergencies. Such time off is at the discretion of the Head Teacher and the arrangements operate with the goodwill, mutual respect and common sense of those involved. The arrangements seem to work smoothly and the JNCT is not aware of serious problems with them. Establishments should seek to build on successful practice in this area when devising arrangements for signing out.
- (4) Establishments should take account of the following when determining arrangements on signing out:
- 4.1 The facility for teachers to sign out has been established nationally and the use of the facility will normally be assumed to be available unless certain exceptional circumstances apply. These exceptional circumstances may be determined locally at authority and establishment levels by agreement.
- 4.2 Teachers will be presumed to be able to use the facility to sign out but the following circumstances may lead to teachers being unable to use the facility:

(a) where there is an emergency situation which requires the involvement of the teacher seeking to sign out;

(b) where there is already a significant number of teachers out of school and there would be insufficient capacity in the school to cope with unforeseen circumstances;

(c) where there are other duties which may require to be done on-site during the period of signing out time. This means that the duties in question could not be done at another time and could not be done off-site.

Given the nature of these exceptional circumstances it will not normally be possible for teachers to arrange to sign out in advance of the day concerned.

4.3 Where a teacher is unable to use the facility to sign out, a senior management decision to this effect must be justified only in terms of the exceptional circumstances outlined above, with further detail being supplied by the person making the decision. The role of the line manager or managers in respect of signing out procedures is to confirm the notification to sign out or to decide that exceptional circumstances apply as outlined in 2.3 above which mean that the facility is not available. Where more than one line manager is involved they should agree on confirming the notification or withdrawing the facility. Where they disagree the decision of the more senior manager will prevail. A teacher who disagrees with the decision should try to resolve the situation by discussion in the school, involving the school representative of a professional association if desired. Thereafter the teacher has the right to invoke the grievance procedure if necessary. Concerns over the general operation of establishment arrangements (as opposed to individual cases) may be referred for consideration by the relevant Joint Secretaries to the JNCT.

4.4 The flexibility afforded by the facility to sign out will enhance the professionalism of teachers, and the high level of commitment shown by staff in North Lanarkshire should ensure that signing out is appropriately used. Establishment arrangements for signing out should reflect the flexibility, reasonableness, common sense and goodwill which currently exist when staff apply for time off for personal purposes.

4.5 A clear procedure should be agreed for allowing teachers to use the facility to sign out to which staff must adhere. This should include guidance on:

(a) by what point in the day teachers should notify the appropriate managers of their intention to use the facility of signing out;

(b) which managers should be checked with in order to ascertain that none of the exceptional circumstances apply;

(c) how the relevant managers can be contacted, whether in person, by note, by phone or by e mail;

(d) how and when teachers may receive a response to a notification that they intend to use the facility to sign out, either to confirm it or to inform them that exceptional circumstances apply;

(e) how arrangements for recording signing out and signing back in are to operate.

4.6 The signing out of a teacher should not result in an increase in workload for any of her or his colleagues. In particular, promoted members of staff retain responsibility under the list of duties set out in Annex B of the national agreement and therefore should not delegate duties to other colleagues, promoted or unpromoted, on a regular basis.

## **11 Conciliation and Dispute Resolution**

(1) If the establishment negotiating process has been exhausted and there is a failure to agree in one or more areas then the establishment should request conciliation. Those areas that have been agreed should be implemented. For areas of disagreement, the status quo should prevail meantime.

(2) The Head Teacher and a representative of the Teachers' Side should separately submit Form C1 for each area of disagreement. This sheet is attached as Annex H. Head Teachers should make their submission to the Depute Director of Education (Joint Secretary for the Management Side of the JNCT) and teacher representatives to the Joint Secretary for the Teachers' Side of the JNCT.

- (3) The Head Teacher and the teacher representative should exchange forms in order to facilitate a greater understanding of each other's positions prior to conciliation.
- (4) The Joint Secretaries will consider each request and decide whether or not conciliation is appropriate in the light of the attempts to resolve the matter made by both sides at establishment level. Where the request is appropriate the Head Teacher and the teacher representative will be invited to a conciliation meeting. Where it is not, the Joint Secretaries may request further negotiation at establishment level.
- (5) The conciliation meeting will normally take place at the Education Department. The panel will comprise two representatives of the Management Side of the JNCT and two from the Teachers' Side. Normally one member on each side will be the Joint Secretary.
- (6) At the conciliation meeting the Head Teacher and the teacher representative will be invited into the meeting together. Each will make a statement based on Form C1 and the panel will ask questions for clarification. The Head Teacher and the teacher representative will then be asked to leave the meeting while the panel considers its advice. The two parties will be invited to re-join the meeting to receive oral advice. The advice will be sent to both parties within a few days and a deadline for reaching agreement will be set by the panel.
- (7) If the areas of dispute are not resolved within this time period then the establishment should request dispute resolution. The remaining areas of dispute should be submitted on Form DR1 (see Annex I) to the Director of Administration at the Civic Centre, Motherwell. In addition, both parties should send a copy of the form to their respective Joint Secretary and exchange forms prior to the hearing.
- (8) The dispute resolution hearing will be heard by the JNCT at the Civic Centre. The Head Teacher and the teacher representative will be invited into the meeting together. Each will make a statement based on Forms C1 and DR1 and the JNCT will ask questions for clarification. The Head Teacher and the teacher representative will then be asked to leave the meeting while the JNCT considers its decision. The two parties will be invited to re-join the meeting to receive the decision orally. The decision will be sent to both parties within a few days and a deadline for implementing it will be set by the JNCT.
- (9) If the JNCT fails to agree a decision, then a referral to the SNCT is available. The SNCT has its own set of procedures for resolving disputes.

### Collegiate Time

- The JNCT agreement on working time arrangements for 2002-2004 contained the following definition on page 9:  
*Collegiate time is defined to be the working time available over the establishment year (35 hours x 39 weeks) minus the total of class contact time plus one third of this for preparation and correction plus recommended time for promoted duties for staff holding a promoted post.*  
The total of 35 hours a week for 39 weeks is 1365 hours, and so our "formula" is:  
**Collegiate Time = 1365 – (class contact + one third + management time)**
- This definition was derived from national agreement, *A Teaching Profession for the 21<sup>st</sup> Century*, which states in paragraph 2.3:  
*The use of the remaining time (that is, time beyond the combined class contact and preparation/correction allowance) will be subject to agreement at school level...*
- The five in-service days are not included within the definition of collegiate time. Staff attendance at in-service days amounts to 5 x 5.5 hours, a total of 27.5 hours over the year. This figure is deducted from the working year before calculating collegiate time.
- All North Lanarkshire teachers in the secondary, special and nursery sectors, promoted and unpromoted, have a maximum teaching contact of 22.5 hours from August 2004. In the primary sector the maximum contact is 23.5 hours from August 2004, and 22.5 hours from August 2006. For the purpose of calculating collegiate time these maximum times are applied to all teachers. Promoted staff usually teach for less time than this but the difference between their actual teaching time and the maximum contact time may be considered to be management time, which is excluded from collegiate time. If this approach is not taken, then the amount of collegiate time available would increase significantly. It would vary from one member of staff to another and, in addition, may even vary from year to year for the same teacher. Assuming all staff to be on the maximum class contact time overcomes these problems.
- Calculations of collegiate time are as follows:

<b>Primary Sector: From August 2004</b>			
Working time over the year	39 weeks x 35 hours		= 1365.0h
Less In Service days	5 x 5.5h	27.5h	= 1337.5h
Less Teaching time	38 weeks x 23.5h	893.0h	= 444.5h
Less one third preparation/correction time	39 weeks x 8h*	312.0h*	= 132.5h
<b>Collegiate Time</b>			<b>132.5h</b>

*\*These figures are greater than one third but are taken from tables in the national agreement.*

<b>Primary Sector: From August 2006</b>			
Working time over the year	39 weeks x 35 hours		= 1365.0h
Less In Service days	5 x 5.5h	27.5h	= 1337.5h
Less Teaching time	38 weeks x 22.5h	855.0h	= 482.5h
Less one third preparation/correction time	39 weeks x 7.5h	292.5h	= 190.0h
<b>Collegiate Time</b>			<b>190h</b>

<b>Secondary Sector: From August 2004</b>			
Working time over the year	39 weeks x 35 hours		= 1365.0h
Less In Service days	5 x 5.5h	27.5h	= 1337.5h
Less Teaching time	38 weeks x 22.5h	855.0h	= 482.5h
Less one third preparation/correction time	39 weeks x 7.5h	292.5h	= 190.0h
<b>Collegiate Time</b>			<b>190h</b>

<b>Special Sector: From August 2004</b>			
Working time over the year	39 weeks x 35 hours		= 1365.0h
Less In Service days	5 x 5.5h	27.5h	= 1337.5h
Less Teaching time	38 weeks x 22.5h	855.0h	= 482.5h
Less one third preparation/correction time	39 weeks x 7.5h	292.5h	= 190.0h
<b>Collegiate Time</b>			<b>190h</b>

*NB: there is no substantive change for teachers in the special sector as maximum contact time is already 22.5 hours.*

<b>Nursery Sector: From August 2004</b>			
Working time over the year	39 weeks x 35 hours		= 1365.0h
Less In Service days	5 x 5.5h	27.5h	= 1337.5h
Less Teaching time	38 weeks x 22.5h	855.0h	= 482.5h
Less one third preparation/correction time	39 weeks x 7.5h	292.5h	= 190.0h
<b>Collegiate Time</b>			<b>190h</b>

*NB: there is no substantive change for teachers in the nursery sector as maximum contact time is already 22.5 hours.*



**Monitoring, Review and Re-Negotiation**

1. The 2004 agreement on working time arrangements applies from August 2004 onwards. In 2006 there will be a review of progress in North Lanarkshire towards all of the milestones of the agreement *A Teaching Profession for the 21<sup>st</sup> Century*. This should bring about a period of stability at establishment and authority level but allow re-negotiation as and when necessary.
2. Monitoring will be based on an annual survey by the JNCT of the operation of establishment agreements.
3. The survey will be the subject of a formal report to the JNCT and will be used to determine whether or not there are areas where there is evidence that review and re-negotiation is required.
4. If there are, then the relevant sections of the JNCT agreement would be re-negotiated and establishments would then re-negotiate those sections on this basis. If there are not, then there will be no changes to the JNCT agreement and no requirement for establishments to re-negotiate. Should difficulties be confined to a small number of individual establishments then re-negotiation would not be required but it may be possible to provide assistance and clarification for those establishments.
5. If the JNCT fails to agree whether or not re-negotiation is required, then a referral of the situation to the SNCT would be available.
6. The general results of the survey and the JNCT's decision on re-negotiation will be issued to establishments. No individual establishment will be identifiable in the survey report as it will be an authority-wide analysis.
7. At establishment level, should monitoring by the Staff Representative Group (SRG) produce evidence of a significant problem at any time, either side may initiate a discussion at the next appropriate scheduled meeting. Following that discussion, both parties should agree whether or not to review the issue. If the issue is reviewed, they should then agree whether or not to re-negotiate the area concerned. Should the parties fail to agree whether or not re-negotiation is required then a request for conciliation should be made using form C1.
8. Re-negotiation will be required at JNCT level should any of the following change adversely:
  - (a) The staffing standard
  - (b) Allocation of additional resources for staffing
  - (c) The absence cover budget
  - (d) The budget for PRD cover.Subsequently, there would be re-negotiation at establishment level for the relevant sections of the agreement.
9. Any national changes in conditions of service having a bearing on the 35-hour week will trigger a review at the JNCT. Such a review may or may not lead to re-negotiation depending on its nature. If it does, then subsequently there would be re-negotiation at establishment level for the relevant sections of the agreement.

**Timeframe for Negotiations 2004**

<b>10<sup>th</sup> March</b>	Informal JNCT to discuss proposed agreement
<b>24<sup>th</sup> March</b>	Formal JNCT to discuss proposed agreement
<b>From 25<sup>th</sup> March</b>	JNCT agreement issued to all establishments
<b>19<sup>th</sup>-23<sup>rd</sup> April</b>	Head Teacher discussion with Staff Representative Group (SRG) to make arrangements made for the timescale and process at establishment level;
<b>26<sup>th</sup> April – 7<sup>th</sup> May</b>	Head Teacher to arrange time for SRG to meet to prepare for negotiations. Preparations to be in line with the process and procedure described in Annex D, <i>Consultation and Negotiation at Establishment Level</i> .
<b>Monday 10<sup>th</sup> May</b>	Negotiation process to be convened in accordance with Annex D, <i>Consultation and Negotiation at Establishment Level</i> .
<b>Monday 10<sup>th</sup> – Wednesday 26<sup>th</sup> May</b>	Negotiation period
<b>27<sup>th</sup>-31<sup>st</sup> May</b>	Head Teacher may arrange a full staff meeting to convey the recommendations from negotiators on the establishment agreement. If possible, use INSET day. Final consultation meeting to take place. SRG to reach conclusion thereafter.
<b>By Tuesday 1<sup>st</sup> June</b>	Agreement or non-agreement communicated to the Joint Secretaries.
<b>From Tuesday 1<sup>st</sup> June</b>	Joint communication to staff from the Head Teacher and SRG regarding the establishment agreement.
<b>Wednesday 2<sup>nd</sup> June</b>	JNCT formal meeting to consider the position across the authority.
<b>3<sup>rd</sup> -11<sup>th</sup> June</b>	Conciliation process arranged at authority level.
<b>From Monday 14<sup>th</sup> June</b>	If no agreement is agreed by 14 <sup>th</sup> June, the dispute resolution process will be arranged by the JNCT. Process concluded at local authority level. Onward referral to SNCT/Joint Secretaries if no resolution is agreed. Status quo ante to be put in place pending national resolution.

## **Consultation and Negotiation at Establishment Level**

### **Introduction**

- (1) North Lanarkshire Council is strongly committed to consultation and negotiation with the teacher unions. At national level this is through the SNCT (Scottish Negotiating Committee for Teachers) and at local authority level through the JNCT (Joint Negotiating Committee for Teachers).
- (2) The Education Department is also committed to consultation and negotiation at establishment level and believes that staff commitment and good staff relations are best achieved by these processes. A participative and consultative management style is likely to lead to staff support for the establishment's policies.
- (3) Genuine consultation can produce outcomes that are manageable and achievable. It is a means by which the commitment of staff can be secured and their expertise utilised in as many different contexts as possible. Genuine negotiation can result in agreements which bring benefits to teachers and managers in schools and deliver the service as effectively as possible.
- (4) The procedures for consultation and negotiation are well defined at national and local authority levels but less so at establishment level. This paper clarifies the procedures for consultation and negotiation at establishment level.
- (5) The national agreement *A Teaching Profession for the 21<sup>st</sup> Century* outlines the arrangements for national discussions at SNCT level and local discussions at JNCT level in section 5, Annex D and Annex F. Annex D states, *To assist the process of reaching agreement on collective time, each education establishment will put in place effective mechanisms.* This paper establishes a policy and a procedure to enable both consultation and negotiation to take place effectively at establishment level. It replaces the previous policy in this area as outlined in the document *The Consultative Process at Establishment Level Focussing on the Role of the Teacher Unions.*

### **Consultation**

- (1) The commitment of North Lanarkshire to a consultative and participative approach has been illustrated in many of the developments which have taken place in recent years. Head Teachers are required to consult staff on a range of issues including DSM virement proposals, absence cover arrangements, management structures, changes to the school day and development planning.
- (2) Consultation is different in nature from negotiation. In a consultation process the Head Teacher must arrange for the whole staff or appropriate representative groups of staff to have the opportunity to consider a proposal and respond to it. The Head Teacher must then consider such responses before making a final decision. The value of the involvement of staff in the consultative process is well-proven by experience. The Head Teacher must try to achieve consensus and must make the best decision possible. It is not necessary for agreement to be reached in matters subject to consultation but it is highly desirable.
- (3) The extent and nature of consultation will depend on the issue for consultation. In scope, the consultation may involve teaching staff, non-teaching staff, pupils, parents and the local community. For some issues it may be appropriate to consult the entire group, for others

only representative groups or short-life working groups. In method, a consultation may include the use of surveys, comments and observations, written submissions or meetings of various kinds, ranging from one-to-one interviews to large scale meetings.

- (4) The purpose of any consultation should be made clear, including the areas where the consultation may make a difference. For example, there would be no point in holding a wide-ranging discussion at establishment level on a policy already agreed at local authority level. However, the consultation could focus meaningfully on how the local authority policy would be implemented in detail at establishment level. The listing of options for action can be a useful approach in allowing staff to see the potential impact of consultation.
- (5) Head Teachers are the representatives of the local authority at establishment level and carry the final responsibility for all decisions relating to the management of the establishment. It is not incumbent on Head Teachers to consult on every issue. In certain areas, especially in administrative matters, a clear decision efficiently communicated may be more appropriate.

## **Negotiation**

- (1) In negotiation not only are views sought but also agreement must be reached by some agreed process before a proposal can be implemented.
- (2) At establishment level, the main area where negotiation is required at present is in relation to working time arrangements for the 35-hour week. This negotiation covers the following areas: staff meetings, parent meetings, preparation of reports, additional time for preparation and correction, formal assessment, additional supervised pupil activity, curriculum development, planning, PRD and CPD, the timing of union meetings and signing out. Should further issues be devolved to establishment level by the SNCT or JNCT for negotiation, then they would be added to the list above.
- (3) Other issues are matters for consultation.

## **Procedures**

- (1) Each establishment will set up a Staff Representative Group (SRG) for consultation and negotiation. In small establishments of 10 staff or less the SRG may comprise the whole staff. Some establishments may have other titles for such a group. There is no requirement to adopt the title SRG if another appropriate title already exists.
- (2) Each SRG will comprise a Management Side and a Teachers' Side:
  - (a) The Management Side will have a maximum of 3 members comprising the Head Teacher and one or more DHTs. In establishments where there are no DHTs, PTs may be invited to be on the Management Side.
  - (b) On the Teachers' Side, the largest union in the establishment will be invited to nominate someone to act as Convener. The maximum number of members on the Teachers' Side will be 5 and the balance of membership should reflect the balance of union membership in the establishment. Where a union has an overall majority within the establishment the membership of the Teachers' Side of the SRG should reflect such a majority. Within this framework, the Convener of the Teachers' Side should determine its representation on the SRG.
- (3) The SRG should schedule meetings on at least 5 occasions each session. One way of doing this would be to schedule them across the year in each of the following time periods:
  - (1) August – October, (2) October – December, (3) January – March, (4) and (5) April – June,but the scheduling will be a matter for establishments themselves, subject to the needs of the service. If In-Service days are used then their timing will determine the scheduling of some meetings.

- (4) Both sides should have the opportunity to submit agenda items for meetings. Notes of meetings should be kept and agendas and minutes should be made available to all staff.
- (5) Where neither side offers any items for the agenda there is no need to proceed with the meeting.
- (6) The existence of the SRG does not preclude the option of consulting all staff or specific groups of staff. These may be more appropriate means of consultation on some issues, although the SRG may be a useful sounding board before the consultation proceeds. Where the SRG will not be the only group being consulted, it should be involved in planning the consultation and in discussing its outcomes.
- (7) Prior to negotiations on the 35-hour week, each side should determine its bargaining positions through consultation with members. As the negotiations proceed, each side may meet in the interim to report on progress to date and seek further guidance. Before a final decision on agreement is reached within the SRG, the Head Teacher may lead a whole staff meeting to present and clarify the proposed agreement. After this there may be a final meeting to consult members. Following this, the SRG should be empowered to reach an agreement that is binding on both sides. The SRG should try to reach a consensus wherever possible during negotiations. Should a vote be necessary, each side will cast one vote. Each side will determine an internal mechanism for determining how to vote at SRG meetings.
- (8) Following agreement, the Head Teacher and the SRG will jointly communicate the establishment agreement to the staff.

**Agreed Framework For The Discussion of Formal Assessment**

1. The workload generated by formal assessment varies considerably from one member of staff to another and by subject department. Rather than work to an average caseload, staff will be able to prioritise time themselves for formal assessment tasks. Difficulties in coping with workload should be taken to the line manager with evidence of their nature. Depending on the nature of the difficulties and the evidence related to them, the line manager will consider whether any further assistance is required and what form it may take.
2. A North Lanarkshire working group, including representatives of the teacher unions, is preparing recommendations on assessment. Once these recommendations are endorsed by the JNCT they should be implemented in establishments.
3. For the purpose of discussing time taken up by formal assessment with a line manager, due account should be taken of time made available by:
  - Additional non-contact periods above the minimum for the post concerned, including their use for additional preparation and correction;
  - Additional time released by the suspension of part of the school timetable;
  - Additional time released by the employment of additional staff such as invigilators.
  - Additional time released by the use of temporary cover or other arrangement within the school.
4. For the purpose of such a discussion, formal assessment is defined to be assessment which satisfies the following criteria:
  - It is the assessment to be used for National Testing at 5 - 14.  
OR
  - It determines directly and finally a grade which will appear as an entry on an examination certificate such as an element at Standard Grade or a unit test at National Certificate level in the same school year as the presentation for that national examination;  
OR
  - It will be used as a piece of evidence for an appeal at Standard Grade or National Certificate level generated in the same school year as the presentation for the national examination.

## **Staff Meetings**

### **Section 1: Arrangements for Meetings**

- (1) The purposes of staff meetings have been agreed and are listed at the end of this annex.
- (2) In the secondary sector, previous arrangements for subject department meetings typically involved 20 hours of meetings over the establishment year and seem to have been broadly satisfactory, and so it has been agreed that each secondary establishment will schedule 20 hours for on-site subject department meetings.
- (3) In all sectors, 13 hours of meetings will be after the pupil day. In the secondary sector these will be devoted exclusively to subject staff meetings. In other sectors the meetings may be for the whole staff or for groups of staff such as departments or stages. Establishments should agree the duration and number of meetings within the 13 hour total and whether any degree of flexibility in dates, duration and number is possible while still achieving a total of 13 hours. Such flexibility is important for secondary subject meetings as it allows departments to arrange a pattern of meetings to suit their needs. Further advice is given in section 3 of this annex.
- (4) In the secondary sector, a further 7 hours of meetings will be scheduled within the school day, though not included in the school's schematic timetable, and each school will agree appropriate times for these. Opportunities for the scheduling of the 7 hours may occur on In-Service days, during work experience programmes, during preliminary examinations for S4/5/6, during SQA study leave for S4/5/6, or during June if there is a more restricted timetable, but all of these depend on the circumstances within individual establishments. Again, each establishment will decide on duration, number and flexibility to give a total of 7 hours within the school day. These dates will be agreed first and then subject departments and other kinds of staff meeting can be scheduled around them, using whatever flexibility has been agreed at establishment level to enable departments to have a pattern of meetings suitable for their needs.
- (5) In all other sectors, a further 7 hours of meetings will be scheduled on In-Service days.
- (6) Establishments may negotiate further hours for meetings outwith the pupil day if they wish. These meetings may be extra meetings for subject staff or other kinds of staff meeting. In addition, it is possible for staff to have extra meetings during the pupil day on the following conditions:
  - (1) these meetings are additional to the scheduled 20 hours;
  - (2) there must be agreement at establishment level or departmental level that such extra meetings will be held and that staff are willing to attend;
  - (3) some staff may not be able to attend extra meetings if required for cover;
  - (4) the meetings will not be planned into the schematic timetable.
- (7) From August 2004, secondary staff will have a maximum timetable commitment of 22.5 hours, two years ahead of the McCrone deadline of August 2006.

The Education Department has undertaken that for the duration of this agreement the current staffing standard will be maintained.

### **Section 2: Advice on Scheduling Meetings**

- (1) Establishments and departments, stages and groups of staff should have as much flexibility as possible (within the limits of what is practicable and the terms of this agreement) in determining a pattern of meetings appropriate to their needs. It is recognised that these needs will vary from

establishment to establishment and also from one department or staff group to another within the same establishment.

- (2) Agreement should be sought first on the dates of the 7 hours of meetings to be scheduled within the school day. These will be on In-Service days in the nursery, primary and special sectors but may also be at other times in the secondary sector. (See section 5 of the agreement.) The dates of In-Service days are set by the Education Department. As this is management-directed time, the Head Teacher would set an appropriate time on the In-Service day for the meeting.
- (3) Examples of how the 7 hours may be scheduled include:
- Using only the 5 In-Service days and allowing 1 hour 25 minutes per meeting or varying lengths of meeting totalling 7 hours (nursery, primary and special).
  - Using 4 x 1-hour meetings on In-Service days plus 3 other hours, one in October during S4 work experience, one in February during S5/6 prelims and one in May during SQA examinations (secondary).
  - Using 3 x 1 hour meetings on In-Service days plus 4 others which departments can schedule for themselves during S4 work experience, S4 prelims, S5/6 prelims, SQA examinations and the restricted timetable operating during June (subject to timetable, cover requirements and other school events in the calendar) (secondary).

The examples are, of course, dependent on individual arrangements and calendars in each establishment.

- (4) Having planned the 7 hours, the remaining 13 hours should be scheduled around this. Establishments should agree what flexibility is possible here. The 13-hour allocation allows various patterns of times such as 26 x half an hour, 13 x 1 hour, 8 x one and a half hours + 1 hour, 6 x 2 hours + 1 hour, and so on, plus various combinations of these. Complete flexibility would allow departments to establish their own pattern subject to other calendar demands such as parents' meetings. Partial flexibility could result in common scheduling for some of the 13 hours and flexibility for the rest, for example, 6 x 1 hour meetings on certain common dates for all departments plus 7 hours to be determined in any suitable pattern by each department.
- (5) Examples of how secondary schools may agree to schedule the 13 hours of meetings outwith the pupil day include:
- Agreeing meetings on a fixed day of the week on specific dates for all departments.
  - Agreeing meetings on a fixed day of the week, with departments able to choose 13 from 20 dates available for a 1-hour meeting.
  - Agreeing that departments can choose from two fixed days in the week (e.g. Mondays and Thursdays) and schedule their meetings in certain specified weeks in the school calendar.
  - Agreeing that on 7 specified dates all departments will meet for one hour, with departments free to schedule the remaining 6 hours to suit their needs (e.g. 12 x ½ hour, 6 x 1 hour, 4 x 1½ hours, or combinations of these).
  - Agreeing that departments may schedule the 13 hours in any pattern they choose, subject to other items in the school calendar.

Schools and departments should attempt to schedule meetings at regular intervals over the year.

- (6) Due to circumstances, there may be difficulties in holding a meeting on a scheduled date, for example if many of those due to attend are not in school. In such a situation the department or group should try to re-schedule the meeting on a more appropriate date by agreement if possible.
- (7) It may be possible to have a staff or departmental meeting in the same week as a parents' meeting or other scheduled collegiate activity if the establishment or department wishes it, provided that the total time allocated does not exceed the collegiate time available. In the 35-hour week there are 5 hours of collegiate time available (3½ hours in primary until 2006).
- (8) Having scheduled all 20 hours of meetings, a department may feel that this is still insufficient for its needs. It is possible for the establishment or department to agree to schedule extra meetings, additional to the 20 hours. These may be outwith the pupil day or during it, but the following



conditions would apply: (1) these meetings are additional to the scheduled 20 hours; (2) there must be agreement at establishment level or departmental level that such extra meetings will be held and that staff are willing to attend; (3) some staff may not be able to attend extra meetings if required for cover; (4) the meetings will not be planned into the schematic timetable.

(9) Many SMT members have a link role with subject departments. A traditional element of this role in the past was attendance at departmental meetings. The new arrangements may make this more difficult. Head Teachers should consider alternative kinds of departmental links. For example, attending a departmental meeting once a month supplemented by a monthly one-to-one discussion with the PT during management time could be one effective solution.

(10) Subject to agreement with the staff concerned, Head Teachers may make arrangements for meetings of staff who are required to attend other types of staff meeting over and above the 20 hours already scheduled for all staff.

### **Section 3: The Purposes of Staff Meetings**

Staff meetings have the following purposes:

1. To disseminate information. (This can also be achieved in a variety of other ways such as memos and e mails if the information is relatively straightforward and does not require further explanation.)
2. To allow questions to be asked or issues to be raised about plans, policies or procedures.
3. To consult staff on any issue.
4. To plan ahead for short-term routine matters.
5. To plan ahead on a longer-term strategic basis, including development planning.
6. To review progress on short-term matters.
7. To review progress on a longer-term strategic basis, including auditing the development plan and preparing standards and quality reports.
8. To meet as part of a larger group for any of the purposes above (for example as a subject faculty in a secondary school, on an area basis for nursery staff, etc).
9. To provide an opportunity for SMT contact.

#### **EXAMPLES OF ISSUES FOR DISCUSSION, PLANNING OR REVIEW**

- progress of classes
- assessment
- units and courses
- homework schemes
- improvement strategies
- classroom materials
- examination or test results
- SQA or National Testing procedures and administration, including moderation
- resources
- spending plans
- PRD / CPD courses and activities
- discipline
- health and safety matters

plus any other relevant plans, policies, procedures or general issues.

**Arrangements For Network Support Teams****(1) Generic (Area) Network Teams**

- 1) All network teacher contracts will be adjusted to 22.5 hrs of contact time.
- 2) Travelling time will normally be taken outwith contact time but within the 35 hrs. Audits to be conducted by Network Managers on individual staff basis.
- 3) 1 Friday afternoon in 4 will be devoted to a Team Meeting. Any other team meetings will take place after the school day. The remaining Friday afternoons will be used for a range of professional activities. These activities will be agreed between the teacher and network manager and agreement should be reached on where these activities will take place. These activities should relate to the needs of children and schools.
- 4) An additional 10 days will be allocated for staff and strategic development opportunities. The utilisation and timing of these will lie with management, with the days allocated being taken at those times in the school year when it would be inappropriate to be in schools. This will be published and circulated to all schools to enable effective planning.
- 5) Teacher timetables will be negotiated by Network Managers and teachers within the parameters of this agreement.

**(2) Authority Wide Network Teams**

- 1) All network teacher contracts will be adjusted to 22.5 hrs of contact time.
- 2) Travelling time will be taken from collegiate time but within the 35 hrs. Audits to be conducted by Network Managers on individual staff basis.
- 3) 1 Friday afternoon in 2 will remain available for team meetings and liaison with professionals and others. This will include staff development opportunities. The specific detail will be agreed between teachers and the relevant Network Manager. The remaining two Friday afternoons per month will be available for activities directly related to the needs of children and schools, including support work in individual schools.
- 4) An additional 5 days will be allocated for staff and strategic development opportunities. The utilisation and timing of these will lie with management, with the days allocated being taken at those times in the school year when it would be inappropriate to be in schools. This will be published and circulated to all schools to enable effective planning.

Teacher timetables will be negotiated by Network Managers and teachers within the parameters of this agreement.

North Lanarkshire Council: Joint Negotiating Committee for Teachers  
Working Time Arrangements

**Form C1: Request for Conciliation on the Working Time Agreement**

ESTABLISHMENT: \_\_\_\_\_

1. The Head Teacher and a representative of the Teachers' Side should complete separate sheets for each area of disagreement. Please photocopy this form as required.
2. The Head Teacher and the teachers' representative should exchange copies of the sheets to be submitted to the Joint Secretaries.
3. The sheets should be submitted by \_\_\_\_\_ as follows:  
**Head Teacher sheets** – By post to Christine Pollock, Depute Director of Education, Council Offices, Kildonan Street, Coatbridge ML5 3BT or by fax to 01236 812335 or by e-mail to [pollockc@northlan.gov.uk](mailto:pollockc@northlan.gov.uk)  
**Staff Representative sheets** – By post to Ian Scott, EIS North Lanarkshire Local Association, 34 West George Street, Glasgow G2 1DA or by fax to 0141-353 1576 or by e-mail to [iscott@eis.org.uk](mailto:iscott@eis.org.uk)

(1) PLEASE CIRCLE:    Head Teacher Sheet    /    Teachers' Side Sheet

(2) AREA OF DISAGREEMENT:
(3) LATEST PROPOSAL MADE BY YOU:
(4) RATIONALE FOR THIS PROPOSAL:

(5) SIGNED: \_\_\_\_\_ (Head Teacher / Staff Representative)

North Lanarkshire Council: Joint Negotiating Committee for Teachers  
Working Time Arrangements

**Form DR1: Request for Dispute Resolution  
on the Working Time Agreement**

ESTABLISHMENT: \_\_\_\_\_

1. The Head Teacher and a representative of the Teachers' Side should complete separate sheets for each area of disagreement. Please photocopy this form as required.
2. The Head Teacher and the teachers' representative should exchange copies of the sheets to be submitted to the Joint Secretaries.
3. The sheets should be submitted by \_\_\_\_\_ to The Director of Administration, PO Box 14, Civic Centre, Motherwell ML1 1TW along with Form C1 previously used at conciliation. A copy of Form DR1 should also sent to the appropriate Joint Secretary (contact details on form C1).

(1) PLEASE CIRCLE:    Head Teacher Sheet    /    Teachers' Side Sheet

(2) AREA OF DISAGREEMENT:

(3) LATEST PROPOSAL MADE BY YOU:

(4) RATIONALE FOR THIS PROPOSAL:

(5) PROGRESS MADE SINCE CONCILIATION:

(6) SIGNED: \_\_\_\_\_ (Head Teacher / Staff Representative )