

Education Services
Procedures and Guidelines

THE 35 HOUR WEEK – FRAMEWORK AGREEMENT

2019

1. GENERAL

The 35 hour week in Dumfries and Galloway is governed by the the Scottish Negotiating Committee for Teachers (SNCT) Conditions of Service (see **Appendix 1**). Within these parameters there are several principles which should govern schools' approach:

- (a) The target is that of *improvement* in pupil achievement and attainment through:
 - the professional learning of staff;
 - supporting a collegiate culture within schools;
 - a reduction in workload and bureaucracy;
 - appropriate and effective management;
 - partnership with other groups, particularly parents;
 - innovative approaches to the curriculum.
- (b) Planning on the part of the Headteachers and staff will be important in order that there is a clear awareness of each session's requirements. The majority of activity should be carried out within the context of the Education Authority's Improvement Plan and the School's Improvement Plan.
- (c) The code of practice set out in the SNCT Conditions of Service is central to agreement on those activities which can be undertaken within the 35 hour week.
- (d) This Agreement represents a broad Education Authority framework within which Headteachers and staff have flexibility to reach an agreement which meets local circumstances within the parameters outlined within this document.
- (e) In negotiations, it should be remembered that there are, effectively, **THREE BLOCKS OF TIME**:
 - class-committed
 - personal (preparation and correction)
 - required school activities (collegiate and personal)
- (f) The implementation of the school's 35 Hour Week Agreement will be monitored termly by the School's Working Time Agreement Committee (SWTAC), with regard to any unanticipated issues such as those exemplified in **Appendix 2**.

2. SCHOOLS AGREEMENTS

2.1 Mechanism for Agreement at School Level

- (a) A SWTAC with the following representation will be established:
 - Headteacher;
 - Teacher Trade Union representative(s);
 - Teaching staff representatives elected annually by unnumbered secret ballot;
 - Each school within a partnership arrangement should be represented.

- (b) The recommended number of staff representatives will be in line with the table below:

Total Number of Teachers	Staff Representatives (including Trade Union Representatives)
1 – 5	whole staff
6 – 19	3
20 – 39	4
40 – 59	5
60 – 79	6
80 – 99	7

- (c) The Headteacher and staff representatives will prepare a draft school/partnership Agreement on the working year in line with this Agreement. The draft Agreement will include a draft Calendar which highlights key events such as reporting periods/parental consultations, staff meetings, SQA deadlines, professional review interviews and forward planning.
- (d) Meetings of the SWTAC should be noted and a summary circulated to all staff.
- (e) **The draft Agreement and draft Calendar will be issued to all staff for comment a week in advance of a meeting to be held to discuss any relevant issues prior to a vote being taken by a secret paper ballot of the whole staff.**
1. The standard LNCT Ballot papers must not be numbered.
 2. The votes will be counted and signed off by the Headteacher and the representative of the Union with the largest number of members (or failing that a staff member nominated by the SWTAC staff members).
 3. The agreement will not be forwarded to the LNCT 35 Hour Week Monitoring Group unless 50%+ 1 of all staff who vote in the ballot approve it.
 4. Staff eligible to vote include part-time and visiting specialist/ support for learning teachers based at the school, i.e. those who have that school as a nominated base school.
 5. The SWTAC should agree a voting system which maximises participation.
- (f) An agreement should be reached as early as possible in the summer term. To assist with forward planning, the LNCT will provide suggested model Agreements to assist with the school negotiations.
- (g) The final Agreement will be forwarded to the Local Negotiating Committee for Teachers (LNCT) by 1 June of each year.
- (h) Negotiation at school level will agree a **detailed** calendar of activities to be included within the 35 hour week appropriate to a particular school. This must be provided in support of the School Agreement to the LNCT by 1 June. This will be used by the LNCT Monitoring Sub-groups if further clarification of the agreement is felt necessary.

Failure to reach school/partnership agreement:

- (i) In the event that an agreement cannot be reached, the Headteacher or a Trade Union representative should refer the matter to the LNCT Joint Convenors without undue delay.
- (j) This will involve the Joint Convenors of the Management and the Trade Union side investigating the case and attempting to resolve the impasse.
- (k) Continued failure to resolve the dispute may result in referral of the matter to the Joint Chairs of the SNCT.
- (l) Teachers will continue to have access to formal grievance procedures.

2.2 LNCT Monitoring of School Agreements and Calendars

- (a) All School Agreements and Calendars will be referred to the LNCT SWTA Monitoring Sub-groups of the LNCT (see **Appendix 3**).
- (b) Further clarification will be sought from any school where these does not appear to match this framework Agreement. Advice and assistance can be offered by members of the LNCT SWTA Monitoring Sub-groups in order to resolve these issues.
- (c) If this clarification does not resolve the issue, it will be referred to the Joint Convenors to ensure that a satisfactory agreement is reached and re-submitted to the LNCT SWTA Monitoring Sub-Groups.

3. TIME/ACTIVITIES TO BE COVERED BY THE AGREEMENT

3.1 Nursery/Primary Schools (separate agreements require to be sent on appropriate forms for each).

- (a) The time available for most teachers for required school activities is 5 hours per week. This figure is arrived at by deducting from the 35 hour week a total of 22½ hours for class contact and 7½ hours for personal (preparation and correction) time. For any teacher who has a lesser amount of class contact, the preparation and correction time would be a third of actual class contact time.
- (b) Activities identified in the SNCT Handbook which are to be subject to agreement at school level are (in no particular order of priority):
 - additional time for preparation and correction;
 - parental consultation meetings;
 - staff meetings;
 - formal assessment;
 - preparation of reports, records etc.;
 - curriculum development;
 - forward planning;

- career-long professional learning;
 - additional supervised pupil activity;
 - professional review and development.
- (c) It is important that proper account is taken of all management duties and responsibilities and that specific time for these duties and responsibilities is agreed and allocated. This is particularly crucial in the case of class committed Headteachers.
- (d) Whilst this Agreement provides an Education Authority framework, it will be for individual schools to reach school solutions appropriate to their particular circumstances. Thus, the amount of time required for activities such as report writing will vary from school to school - and possibly from teacher to teacher - dependent on the number of reports required per year and the method of reporting.

Schools will wish to review their approaches to how certain tasks are undertaken in order that bureaucracy can be minimised and professional activity maximised.

- (e) Some of the tasks will fall within the category of “collegiate” while others will be “individual”. In both cases, and as already indicated in (d) above, time allocations will vary from school to school and, in some cases, may vary from teacher to teacher. It is good practice to agree time allocations for report writing in terms of time per report rather than time per class (to take account of varying class sizes).
- (f) Where a teacher is employed on a part-time basis, the teacher will not be employed for more than one discrete block of time in any day. Other than in exceptional circumstances, they shall be obliged, on a pro rata basis, to undertake and be paid for all of the contractual commitments required of teachers as set out in Section 2 (Main Duties) and Section 3 (Working Year and Working Week) of the National Scheme of Conditions of Service. **The pro rata arrangements for teachers on part-time contracts, relating to remaining time, shall occur on days when the teacher is employed. The exceptions to this rule are parents’ meetings and INSET days when the part-time teacher will comply, on a pro rata basis, with the arrangements agreed for the establishment.**

3.2 Secondary Schools

- (a) The time available for full-time secondary teachers who have maximum class contact is 5 hours per week. This figure is arrived at by deducting from the 35 hour week a total of 22½ hours for class contact time and 7½ hours for personal (preparation and correction) time. This will operate on a pro-rata basis for teachers on part-time contracts and those on reduced contact time as a result of additional responsibilities (see (c) below). The requirement for class cover in the event of absence should be taken into account before allocating time to activities.

(b) Activities identified in the SNCT Handbook which are to be subject to agreement at school level are (in no particular order of priority):

- additional time for preparation and correction
- parental consultation meetings
- staff meetings
- formal assessment
- preparation of reports, records etc.
- curriculum development
- forward planning
- Career-long professional learning
- additional supervised pupil activity
- professional review and development

In considering the time which is to be allocated to the activities, both Headteachers and staff will require to be mindful of the national and local context; of the school's own aims, aspirations and targets for the session to be set out in the improvement plan for the coming session and the professional expectations of all staff.

(c) It is important that proper account is taken of all management duties and responsibilities and that specific time for these duties and responsibilities is agreed and allocated.

(d) Whilst this Agreement provides an Education Authority framework, it will be for individual schools to reach school solutions appropriate to their particular circumstances. Thus, the amount of time required for activities such as report writing or attendance at parents' meetings will vary from school to school - and possibly from teacher to teacher - dependent on the number of reports required per year and the method of reporting and the classes taught.

Schools will wish to review their approaches to how certain tasks are undertaken in order that bureaucracy can be minimised and professional activity maximised.

(e) Some of the tasks will fall within the category of "collegiate" while others will be "individual". In both cases, and as already indicated in (d) above, time allocations will vary from school to school and, in some cases, may vary from teacher to teacher. It is good practice to agree time allocations for report writing in terms of time per report rather than time per class (to take account of varying class sizes).

(f) Where a teacher is employed on a part-time basis, the teacher will not be employed for more than one discrete block of time in any day. Other than in exceptional circumstances, they shall be obliged, on a pro rata basis, to undertake and be paid for all of the contractual commitments required of teachers as set out in Section 2 (Main Duties) and Section 3 (Working Year and Working Week) of the National Scheme of Conditions of Service. **The pro rata arrangements for teachers on part-time contracts, relating to remaining time, shall occur on days when the teacher is employed. The exceptions to this rule are parents' meetings and INSET days when the part-time teacher will comply, on a pro rata basis, with the arrangements agreed for the establishment.**

4. PARTNERSHIP SCHOOLS

Schools which are in a partnership have the option to submit separate or collective agreements. Should the majority of staff agree to a collective agreement then a representative from each school within the partnership should countersign Form A. Individual schools within any partnership are still entitled to have their own Agreement ratified as per the arrangements detailed in Section 2.1 (e).

4.1 Collegiate Working

Consideration might be given to joint collegiate working, between the partnership schools, on curriculum and shared tasks, taking into account each school's calendar

4.2 Travel Considerations

If joint working has been agreed, travel times between partnership schools must be built into each school agreement. Budget considerations should also be borne in mind.

5. ALL-THROUGH SCHOOLS

Currently, all-through schools must submit separate agreements for nursery, primary and secondary staff as per the above processes.

6. NOTES ON PARTICULAR ACTIVITIES

6.1 Parental Engagement/Consultation

- (a) Schools may wish to retain more traditional arrangements for formal consultation with parents on pupil progress where these have served the needs of pupils and parents well; alternatively, in the interest of securing more effective communication with parents, these arrangements may be revisited. The views of parents on any proposed new arrangements should be sought prior to implementation, particularly where this would result in a significant change to existing patterns which may be fixed in the evening; may be end on to the school day; or may be based on flexible arrangements which allow parents to drop in at certain times in the school week. Where schools choose to have formal parent/ teacher consultations there will be a maximum of five formal contractual meetings per year for staff and the time allowed for each meeting will be the actual time spent at the meeting, plus 50% in respect of preparation, plus actual travel time.
- (b) Where it is agreed that planned informal meetings will take place with individual parents throughout the year a maximum of five hours should be allocated for this purpose.
- (c) Whatever planned approach to parental engagement is agreed, there should be up to a maximum of 30 hours allocated for this purpose.
- (d) Where it is agreed that a Parents' Consultation Meeting be held end-on to the school day, a break of 30 minutes should be built in prior to the start of the meeting.

- (e) However for primary schools, given that there are only 5 hours per week available for collegiate activity, it is clear that sticking rigidly to the 35 hour week may not, on occasion, meet the requirements for a Parents' Consultation Meeting. Accordingly, the weeks which fall before and/or after a planned Parents' Consultation Meeting may be "borrowed against" to allow for sufficient time for the meeting to take place. Efforts should be made to avoid this being necessary, however.

6.2 Faculty/Departmental Meetings (Secondary)

- (a) Since the circumstances which prevail will vary from school to school, it is not appropriate to be prescriptive about when these meetings should be held. Some meetings may therefore be arranged in the course of the school day where this is possible and does not result in inappropriate timetabling constraints; there should, however, be no presumption that meetings will be held during the school day.
- (b) In accordance with **Appendix 1** and this Framework Agreement, those taking part should reach agreement on:
- the timing of meetings
 - the pattern of meetings
 - the duration of meetings

6.3 Forward Planning

Day-to-day preparation activities lie with the individual teacher but Forward Planning which may be on a termly/yearly basis is distinct from this, and sufficient time must be allocated for the format in use in the school. For further information please refer to the LNCT agreements on [Planning in the Primary and Planning in the Secondary School](#).

6.4 Assessment and Maintaining Records

Appropriate time requires to be agreed for assessment and maintaining record activities.

6.5 Supporting Learners

This category should be used for teachers to consult with additional support for learning teachers and other professionals and prepare for Child's meetings.

6.6 Time Spent Out of School

- (a) The SNCT Handbook (see **Appendix 1**) recognises that staff should be able to be out of school at those times when they are not required in school. This means that a member of staff may be off-site at any time when he/she is not required for class cover or previously agreed collegiate duties in a given week.
- (b) **Schools must, however, be in a position to cover staff absence at all times.**
- (c) There may be agreed non-contact times when it is open to a member of staff to be "off-site" provided that, on each occasion, he/she informs the school management.

- (d) Off-site arrangements should be borne in mind when organising evacuation procedures.

6.7 Flexibility/Supervised Pupil Activities

Time allocated in this category can be used to respond to unplanned activities which require to be addressed e.g. additional planning time, curriculum development time or staff meetings. It should also be used for staff attending SWTAC meetings.

- (a) Flexibility can also include supervised pupil activities. It is not possible to categorise all activities but it is important that staff involvement outwith the school day with pupils/students be recognised.
- (b) Activities could include:
- study groups
 - school trips
 - school shows/concerts
 - residential stays
 - sports
- (c) All such involvement should take place within the spirit of “voluntarism”. There is no suggestion that Headteachers would require staff to undertake such activities.
- (d) At the same time, it is recognised that the level of staff time committed to such activities could not be fully embraced within the 35 hour week. The level of this recognition should be agreed as part of the negotiation exercise within the school.

7. REVIEW

These Guidelines have been regularly reviewed in the light of the experience of implementing the earlier versions in previous sessions and this Agreement is a result of a review undertaken by a sub-group of the LNCT in March 2017.

John Thin
Schools' Manager

Scottish Negotiating Committee for Teachers (SNCT) Handbook (relevant sections)

- 3.6 Teachers (other than short term supply teachers) shall have a 35 hour working week. The working week shall apply on a pro rata basis to teachers on part-time contracts.
- 3.7 Within the 35-hour week, a maximum of 22.5 hours will be devoted to class contact except for those teachers on the National Teacher Induction Scheme. Other teachers who are undertaking probation outwith the National Induction Scheme will be treated as teachers, in relation to this Section.
- 3.9 An allowance of no less than one third of the teacher's actual class contact commitment is provided for preparation and correction. The use of remaining time will be subject to agreement at school level within LNCT guidelines, based on the Code of Practice on Working Time Arrangements (see Appendix 2.76). The pro rata arrangements for teachers on part-time contracts, relating to remaining time, shall occur on days when the teacher is employed. The exception to this rule is parents' meetings when the part-time teacher will comply, on a pro rata basis, with the arrangements agreed for the establishment. Any variation to this is subject to the Code of Practice on Working Hours, Working Week (Appendix 2.17).
- 3.10 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.
- 3.11 In addition to the provisions of paragraph 3.5 above, teachers (other than short term supply teachers) have a contractual requirement to complete a maximum of 35 hours of Continuing Professional Development (CPD) per annum. Teachers on part-time contracts will complete CPD per annum on a pro rata basis, in accordance with the pro rata contractual arrangements that apply to the working week. Further details on CPD are provided in Section 9 (Other Provisions).
- 3.12 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.
- 3.13 The contractual commitments required of teachers, as set out in Section 2 (Main Duties), will take place at a suitable time on a day on which the teacher is employed.
- 3.14 In accordance with Appendix 2.17 where there is a collegiate agreement in the school's Negotiating Group on a planned, flexible approach to working hours within an individual establishment and the national criteria outlined below is met, a school can develop an alternative approach to working hours. Schools are encouraged to engage with LNCT Joint Secretaries if advice is required on formulating an alternative approach. These will be submitted to LNCTs with the WTA for confirmation that they meet the national criteria.

National Criteria:

- (i) A school may operate class contact time, preparation and correction time and remaining time over a longer period, normally 2 weeks, but not exceeding 4 weeks;
- (ii) Maximum class contact time in any single week is restricted to 25 hours, subject to an average of 22.5 hours over the agreed period of variation.
- (iii) Any reconfiguration of class contact time would be subject to discussion and agreement between the Headteacher and the relevant teaching staff.
- (iv) The school proposal signed by the Headteacher and a representative of the teaching staff should be submitted to the LNCT Joint Secretaries.
- (v) Preparation, correction and collegiate activities are key elements of the work of teaching professionals and Headteachers must allow appropriate time for such core activities.
- (vi) The working week must average 35 hours over the agreed period of variation. Preparation and correction remains as a minimum, one third of the class contact time delivered each week. The remaining time is for collegiate activities, as per the schools Working Time Agreement. Where class contact time is varied from 22.5 hours per week the agreement must show how this will be averaged out over the period of variation, including staffing arrangements; time for preparation and correction will be guaranteed within that period.
- (vii) This flexible approach should be planned prior to the beginning of the academic year; this should be part of the school's annual working time discussions and not normally used to deal with short term cover situations. Any flexible approach will be reviewed on a regular basis by the school Negotiating Group, any revisions which are deemed necessary will be subject to the same level of joint agreement outlined in (iii) and (iv) and reported to LNCT.
- (viii) Planning at school level should be characterised by collaborative, consultative and collegiate processes focused on the best outcomes for the school and its pupils.

Time and place arrangements will be retained.

Examples of unanticipated events

- School inspection
- Long term or significant absence of staff
- School closures
- National requirements
- Service disruption

Current Membership of Monitoring Sub-groups

Primary:

Kirsty McClelland (EIS), Kirkcudbright Primary School
Elaine Dennis (EIS), Hecklegirth Primary School
Elizabeth Duncan, Dalbeattie Primary School

Secondary:

Richard Bell (NASUWT, Scotland), Castle Douglas High School
Andy Campbell (SSTA), North West Community Campus
Andrew O'Halloran, Annan Academy
James Brown, Annan Academy

Current Joint Convenors of LNCT

Management

Colin Grant, Director (Children, Young People & Lifelong Learning)

Staff

Andrew O'Halloran, Annan Academy

GUIDELINES FOR PRIMARY AGREEMENT

Planning / Parents' Meetings / Reporting

It is acknowledged that schools have different arrangements / systems for all of these. Schools are also at different stages of developing these areas. Therefore, it has been agreed that a minimum of 90 hours be allocated in total to these areas.

This allows flexibility to meet the needs of individual schools.

Professional Review & Development (PRD)

Annual meeting and preparation for this (e.g. 2 hours).

Development

This could be whole school, partnerships, cluster, areas of the school, working groups. There should be an agreement on the timing, the members of the group/pattern and duration of the meetings among staff. Travel time should be included.

Staff Meetings

E.g. half an hour before/after school most weeks for communication of the week's events, other meetings are after school for general purposes.

Assessment / Maintaining Records

This would include gathering evidence before report writing. Also, day to day assessment and preparation and recording of this e.g. PLPs. This could be done in non-contact time or at home.

Flexibility

Time allocated in this category can be used to respond to unplanned activities which require to be addressed e.g. additional planning time, curriculum development time or staff meetings. (This may be required to address requests for information, changes in planning formats or changes to other procedures by local or national bodies.)

Flexibility can also include supervised pupil activities. It is not possible to categorise all activities but it is important that staff involvement outwith the school day with pupils/students be recognised.

Other Issues

1. Offsite arrangements:

Staff may make offsite arrangements for tasks which do not require the teacher to be on the school premises: teachers must notify their appropriate manager of their intention in this respect. All staff should be in school at opening time in case of staff absence.

2. Supporting Information:

Please include any supporting information you took into account in reaching your agreement.

GUIDELINES FOR NURSERY AGREEMENT

Planning / Parents' Meetings / Reporting

It is acknowledged that nurseries have different arrangements / systems for all of these. Nurseries are also at different stages of developing these areas. Therefore, it has been agreed that a **minimum of 90 hours** be allocated in total to these areas. **There should be a weekly allocation in the Parents' Meetings / Reporting column.**

Professional Review & Development

Annual meeting and preparation for this (e.g. 2 hours).

Development

This could be nursery, whole school, partnerships, cluster, areas of the school, working groups. There should be an agreement on the timing, the members of the group/pattern and duration of the meetings among staff. Travel time should be included.

Staff Meetings

E.g. half an hour before/after school most weeks for communication of the week's events, other meetings are after school for general purposes.

Assessment / Maintaining Records

This would include gathering evidence before report writing. Also, day to day assessment and preparation and recording of this e.g. PLPs. This could be done in non-contact time or at home.

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Time allocated in this column can be used to respond to unplanned activities which require to be addressed e.g. additional planning time, curriculum development time or staff meetings. (This may be required to address requests for information, changes in planning formats or changes to other procedures by local or national bodies.)

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