

SHETLAND ISLANDS COUNCIL LOCAL NEGOTIATING COMMITTEE FOR TEACHERS

A Teaching Profession for the 21st Century

AGREEMENT ON THE 35 HOUR WEEK FOR TEACHERS – 2019

1. INTRODUCTION

- 1.1 This agreement applies to all teachers and is based in the Code of Practice on Working Time Arrangements for Teachers (Annex D of the 2001 Agreement)
- 1.2 At the heart of the 2001 Agreement are two fundamental principles:
 - (i) the enhancement of the professional status of teachers by the introduction of a more collegiate and participatory approach to school management; and
 - (ii) the recognition of the need to control the workload of teachers by ensuring that *“The individual and collective work of teachers should be capable of being undertaken within the 35 hour working week”*
- 1.3 This agreement applies from the agreed date December 2019.
- 1.4 The agreement will be reviewed annually
- 1.5 Part time teachers are expected to comply with this agreement on a pro rata basis.
- 1.6 Shetland Islands Council and the teachers’ unions are committed to enhancing the status of teaching, providing professional autonomy for teachers and promoting a collegiate style of management, which is a key part of the SNCT Code of Practice on Working Time Arrangements for Teachers.
- 1.7 The Shetland Islands Council is also committed to tackling bureaucracy within schools and therefore accepts the following principles:
 - A reasonable level of workload is secured and maintained for all teaching staff.
 - As high a proportion of teacher time as possible within the 35 hour week is directed towards the core tasks of learning and teaching.
 - Essential development work is undertaken at a manageable pace, underpinned by the provision of adequate resources, including staffing and time.
 - The impact of workload is evaluated realistically when negotiating Working Time Agreements (WTA).

- A School Negotiating Committee (SNC) should refer to the Curriculum for Excellence Working Group Reports on Tackling Bureaucracy, and SNCT advice on Managing Teacher Workload (Appendix 2.18 SNCT Handbook).

2. THE WORKING WEEK

- 2.1 From August 2001, a 35-hour working week was introduced. There should be no aggregation of working hours over a period longer than a week. The only exception may be Parents' meetings. Where this occurs appropriate time adjustments should be made from within remaining time in adjacent weeks (see 2.2 iii).
- 2.2 The 35 hours are divided into three blocks of time:
- (i) Class contact
 - (ii) Personal (preparation and correction)
 - (iii) Remaining time (collegiate and personal)
- 2.3 It should be noted that the pupil day has no contractual relevance for teaching staff. Teaching staff are contracted to work a 35 hour week.
- 2.4 Schools are required to reach agreement on the operation of the 35 hour week. This LNCT agreement provides a framework for school based planning on the use of time to meet local circumstances.
- 2.5 The 2001 Agreement makes it clear that all tasks that do not require the teacher to be on school premises can and may be carried out at a time and place of the teacher's choosing. There will therefore no longer be what can be described as a standard school day for teachers.
- 2.6 Teachers intending to be out of school during the pupil day must notify their line manager. Schools should agree an efficient mechanism for this.
- 2.7 In exceptional circumstances, where there is concern for the health and safety and welfare of pupils, all teachers would be expected to remain on duty in order to ensure the safety of all pupils. Such exceptional circumstances would supersede paragraph 2.6.

3. CLASS CONTACT TIME

- 3.1 The maximum class contact time for session is 22.5 hours in primary and secondary schools.
- 3.2 Part time teachers will have pro rata maximum class contact.
- 3.3 It is anticipated that teachers may be required to provide cover for absent colleagues in line with the national agreement on cover. Such cover counts in full as class contact time. On this basis it is only those teachers who have, or at the end of the week, would have, a class commitment lower than the maximum that could be expected to provide cover. The

total of allocated classes and cover in any one working week must not exceed the maximum class contact limit specified for that sector.

- 3.4 There may be exceptional circumstances when a teacher unexpectedly has to leave a class at short notice. In such circumstances, it would not be unreasonable to expect a teacher to cover the class even if in doing so, his/her maximum class contact limit for that week may be exceeded. Such instances, by their very nature, would be extremely rare. Where such a circumstance arises, the Head Teacher should in the normal course of events ensure that the time is made up to the teacher in the week following from the date they have exceeded their maximum contact time. The exception to this would be in unusual and exceptional circumstances where the Head Teacher would then ensure that time is made up at the earliest opportunity.

4. PERSONAL TIME

- 4.1 Teachers are entitled to a minimum time allowance for preparation and correction of one third of class contact time.
- 4.2 For the purpose of this agreement personal preparation and correction time will be 7.5 hours for primary and secondary teachers.
- 4.3 Personal preparation and correction time during the school day counting towards teacher's non class contact time should be in time allocations not less than 50 minutes in duration. Head Teachers will be responsible for monitoring this agreement at school level

5. REMAINING TIME

- 5.1 The use of the remaining time (that is, time beyond the combined class contact and preparation/correction allowance) will be agreed at school level and should recognise the concept of a teacher's professional responsibility for his/her own work – ie head teachers should encourage experienced staff to choose how best to use this time. The remaining time will be planned to include a range of activities, such as:

- Additional time for preparation and correction
- Parents meetings
- Staff meetings
- Formal assessment
- Preparation for reports, records etc
- Curriculum development
- Forward planning
- Continuing professional development
- Additional supervised pupil activity
- Professional review and development
- Time for trade union meetings.

- 5.2 In primary and secondary schools this remaining time amounts to 5 hours per week.

- 5.3 For planning purposes it is useful to consider the weekly time aggregated over a school session. These hours exclude the five in-service days that all teachers must attend in accordance with the requirements of the Education Service and as agreed at school level.
- 5.4 The balance of time available for the activities mentioned in 5.1 is 195 hours per year in primary and secondary schools.
- 5.5 The use of this time must be agreed at school level (see section 11)

6. USE OF REMAINING TIME

- 6.1 The Code of Practice states that *“Individual teachers will use their professional judgement in relation to the prioritisation of tasks. In exercising their professional judgement, teachers will require to take account of objectives determined at school, local authority and national levels. For most teachers, preparation and correction will be the most time consuming activities outwith class contact. This requires to be reflected in the way that a teacher’s working time is deployed. In terms of the remaining time, teachers will be available for meetings and other collective activities during the course of the 35- hour working week”*
- 6.2 Firstly, it is necessary for schools to allocate time to Parents’ meetings and staff (stage/department) meetings and to agree when they will take place.
- 6.3 In keeping with 6.1 teachers should prioritise their time for tasks, other than in connection with 6.2, which impinge on others.
- 6.4 In the spirit of, and recognising the professionalism which is the essence of the 2001 Agreement, an appropriate strategy for the allocation of tasks would be to agree reasonable submission dates: for example forward plans; pupil reports; reporting of short term working groups. Teachers should be supported in organising their workload to complete these agreed tasks within the agreed timescale.
- 6.5 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.

7 PARENTS’ MEETINGS

- 7.1 Individual schools should reach agreement on the number and duration of meetings required on an annual basis.
- 7.2 Parents’ meetings can take place in the evening or end-on to the school day. If end-on to the school day then staff should be allowed sufficient time for a break.
- 7.3 Up to 5 hours should be allocated to each meeting. This includes preparation time.

- 7.4 Individual teachers should not be expected to attend parents' meetings for groups of pupils whom they do not teach.
- 7.5 When an individual teacher has met all the parents whom he/she is scheduled to meet then the teacher should not be expected to remain at the meeting.
- 7.6 It is recognised that teachers may arrange to meet parents outside the formal structure of these meetings. This should be planned from remaining time.
- 7.7 Meetings will be scheduled and once agreed teachers are expected to participate as appropriate

8 STAFF MEETINGS

- 8.1 Schools will reach agreement on the number, frequency and duration of meetings
- 8.2 Meetings may include whole staff meetings; department or stage meetings; management meetings; working groups; committee meetings; primary/secondary liaison meetings.
- 8.3 Most meetings will take place at the end of the pupil day but this does not preclude meetings taking place by agreement during the pupil day.
- 8.4 Meetings will be scheduled and once agreed teachers are expected to participate as appropriate

9 OTHER COLLEGIATE ACTIVITIES

9.1 GENERAL

- 9.1.1 The remainder of the activities listed in section 5.1 need not be specifically timetabled and indeed in most cases cannot be timetabled.
- 9.1.2 Teachers will participate in these activities as agreed and as appropriate.
- 9.1.3 Such activities will require to be prioritised for inclusion within the available time and will require to be assessed as to the time needed for their completion.
- 9.1.4 Basic principles concerning these activities are provided in the following sections of this agreement.

9.2 ADDITIONAL PREPARATION TIME

- 9.2.1 Additional time can be made available as required by individual circumstances or workload and negotiated on an individual basis.

9.3 ADDITIONAL CORRECTION TIME

- 9.3.1 Additional time can be made available as required by individual circumstances or workload and negotiated on an individual basis

9.4 FORMAL ASSESSMENT

Assessment of a diagnostic or formative nature should be considered part of a teacher's normal preparation and correction activities. In the case of summative assessment (eg National Assessments, prelim exams) time should be allocated for this purpose.

9.5 PREPARATION FOR REPORTS, RECORDS

- 9.5.1 It is recognised that an important duty of teachers is to prepare reports for parents and other agencies
- 9.5.2 It is also recognised that this is a time consuming process and time must be allocated to this activity.
- 9.5.3 In allocating time, account must be taken of pupil numbers, classes taught and breadth of coverage e.g. in composite classes

9.6 CURRICULUM DEVELOPMENT

- 9.6.1 Most curriculum development tasks should arise in a planned way from the school development plan or the department/stage plan.
- 9.6.2 A significant proportion of curriculum development will take place during the five In-Service closure days.
- 9.6.3 Curriculum development may also be undertaken through individual or group working at other times. Any necessary meetings should be provided for under section 8.
- 9.6.4 Reasonable timescales for the completion of tasks should be set.

9.7 FORWARD PLANNING

- 9.7.1 Forward planning is an important part of the professional duties of a teacher.

9.7.2 Time must be set aside for this purpose, particularly in the primary sector where detailed plans are required

9.7.3 Work involved in constructing the school/department plan should also be included

9.8 CONTINUOUS PROFESSIONAL DEVELOPMENT PROFESSIONAL REVIEW AND DEVELOPMENT

9.8.1 Teachers' rights and responsibilities in relation to CPD and PRD are recognised in the 2001 Agreement.

9.8.2 Most CPD/PRD will be undertaken under the terms of the 2001 Agreement in the additional 35 hours set aside annually for that purpose and on In-Service days.

9.8.3 It is however recognised that some aspects of development can only be carried out during school time. This applies, for example, to some in-service courses organised locally or nationally, but also to activities such as "shadowing" colleagues to inform the teacher's practice as a reflective professional.

9.9 ADDITIONAL SUPERVISED PUPIL ACTIVITIES

Additional supervised pupil activity that currently attracts payment does not come within the scope of this agreement.

10 FLEXIBILITY

The absolute prescription of remaining time may not allow schools to react to short-notice operational challenges, and so flexibility should be built into the WTA for this purpose. It is recommended that at least 10% of remaining time be assigned to flexibility, and the use of such time should be decided by the teacher. Any such time unused would be assumed to be assigned for additional preparation and correction.

11 REACHING AGREEMENT AT SCHOOL LEVEL

11.1 Decisions made at school level must be collegiate in nature, involving all teaching staff and should involve a structured and transparent negotiating mechanism. Each school/establishment should form a School Negotiating Committee (SNC) to conduct negotiations on the use of collegiate working time.

- 11.2 The composition of the negotiating group is to be decided by each school/establishment, but it should include the Head Teacher and any other appropriate senior manager if necessary, plus appropriate trade union representatives. Choosing a chairperson will be a matter for individual committees. Trade union representation should reflect the relative strength of the membership in each establishment.
- 11.3 Membership of the SNC should be proportionate to the size of the school. When teaching staff numbers are small, the SNC may consist of all teaching staff. All staff affected by the WTA, including part-time staff, visiting specialists etc., should have the opportunity to become involved in the process.
- 11.4 The remit of the SNC is to:
- Evaluate the previous year's WTA taking account of SNCT and LNCT advice.
 - Negotiate WTA on the use of remaining time for the following session.
 - Produce a calendar of events showing the activities covered by the allocation of remaining time.
 - Reconvene if necessary to review the implementation of the current WTA or revise the WTA to reflect changing circumstances.
- 11.5 Criteria for effective school consultation and negotiating arrangements should include
- The establishment of school-based negotiating machinery
 - Involvement of teachers' union school representatives
 - An agreed framework for consultation and agreement with staff on the school development plan
 - A collegiate framework for establishing the school's programme of activities
 - Annual evaluation of the effectiveness of the school's programme of activities

12 OPERATION OF THE SCHOOL NEGOTIATING COMMITTEE

- 12.1 The Head Teacher will identify time for members of the SNC to prepare for meetings concerning the WTA. SNC meetings should take place within the 35 hour week. Time should also be made available from within the 35 hour week for staff to consider the WTA. SNC discussions should take place in the summer term for implementation of the WTA in the following session, and should be conducted alongside discussion of the School Improvement Plan. The draft agreement will include a calendar which highlights key events in the coming year.
- 12.2 The draft WTA must have the broad agreement of teaching staff, and be approved by teaching staff. The final agreement and calendar should be signed by both the

Head Teacher and a trade union representative/staff member. Once agreement has been reached, it is expected that all teaching staff will undertake the activities as appropriate. Any changes to the WTA or calendar during the year must be agreed by the SNC and approved by staff.

- 12.3 If there is failure to agree on any aspect of the 35 hour week at school level, the matter should be referred to the Joint Secretaries of the Shetland LNCT. Continued failure to resolve the dispute may result in the matter being referred to the Joint Chairs of the SNCT. The previous year's WTA should remain in place until the dispute is resolved.

13 MONITORING OF THIS AGREEMENT

Shetland Islands Council will monitor the agreement according to The Monitoring Agreement on the 35 hour week for Teachers and Arrangements policy adopted in December 2006.