



# **Education, Culture & Sport Service**

## **Highland Local Negotiating Committee for Teachers**

**LNCT Agreement no. 11 -**

**Agreement on the 35 Hour Week for  
Teachers – 2005/06**

# HIGHLAND LOCAL NEGOTIATING COMMITTEE FOR TEACHERS

## A Teaching Profession for the 21<sup>st</sup> Century

### AGREEMENT ON THE 35 HOUR WEEK FOR TEACHERS – 2005/06

#### 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) to enhance the professional status of teachers by introducing a more collegiate and participatory approach to school management; and
  - (ii) the recognition of the need to control the workload of teachers by ensuring that *“The individual and collective work of teachers should be capable of being undertaken within the 35 hour working week”*
- 1.3 This agreement applies for the period May 2005 to May 2006
- 1.4 The agreement will be reviewed prior to the start of session 2006/2007
- 1.5 Part time teachers are expected to comply with this agreement on a pro rata basis.

#### 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 which do not require the teacher to be on school premises can be carried out at a time and place of the teacher's choosing. 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 2005/2006 is 23.5 hours in primary and secondary schools and 22.5 in special 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 ensure that the time is made up to the teacher 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 time will be 8 hours for primary and secondary teachers and 7.5 hours for teachers in special schools.

### **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 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
- 5.2 In primary and secondary schools this remaining time currently amounts to 3.5 hours per week and in special schools, 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 which all teachers must attend in accordance with authority requirements and as agreed at school level.
- 5.4 The balance of time available for the activities mentioned in 5.1 is 133 hours per year in primary and secondary and 190 hours in special 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/dept) 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 impinges 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 for 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 and classes taught

## **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 may be 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 and in Highland Council CPD Framework.
- 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 CPD 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 which currently attracts payment does not come within the scope of this agreement.

## **10 FLEXIBILITY**

20% of remaining time should be left unallocated to allow unforeseen circumstances (eg HMIE visits, emergency meetings)

## **11 REACHING AGREEMENT AT SCHOOL LEVEL**

- 11.1 The 2001 Agreement emphasises a collegiate approach to planning and all staff must therefore be involved in the decision making process as regards the composition and timing of collegiate activities.
- 11.2 Schools must have in place appropriate and effective mechanisms to ensure full participation by staff in reaching agreement on the use of collegiate working time.

- 11.3 The Headteacher will make arrangements for discussion at school level and this will involve the recognised trade unions and other consultative groups within the school.
- 11.4 These discussions should take place in the summer term for implementation in the following session.
- 11.5 The final programme must have the broad agreement of staff and be approved by a full meeting of staff. Thereafter a calendar of the following session's meetings and deadlines should be published and made available to staff before the end of the summer term
- 11.6 Once agreement has been reached it is expected that all teaching staff in the school will undertake the activities as appropriate.
- 11.7 Once made the agreement can only be amended through the consultative mechanisms referred to in 11.3 and subject to approval of all staff
- 11.8 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 school's programmes of activities
  - Annual evaluation of the effectiveness of the school's programme of activities
- 11.9 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 Highland LNCT.

## 12 MONITORING OF THIS AGREEMENT

The Education Authority will monitor schools agreements on the 35 hour week and report to the LNCT.

Signed on behalf of the Council

Signed on behalf of the Teachers' Side

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Name Bruce Robertson

Name Andrew Stewart

Designation Joint Secretary LNCT

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Date 19 April 2005

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