

## **LOCAL NEGOTIATING COMMITTEE FOR TEACHERS**

At the Meeting of the Local Negotiating Committee for Teachers held in Meeting Room 2, First Floor, Council Offices, Garshake Road, Dumbarton on Tuesday, 18 May 2010 at 10.05 a.m.

**Present:** Councillors Jonathan McColl and May Smillie and Dave Clarke, Head of Service (Resources), Educational Services; Graham Hutton, Head Teacher, Dumbarton Academy; Julie McGroggan, Head Teacher, St Michael's Primary School; Geraldine Lyden, Section Head, Human Resources, Educational Services (for Terry Lanagan, Executive Director of Educational Services); Josephine McDaid, E.I.S.; Stewart Paterson, Teachers' Convener, E.I.S.; Olean Allison, E.I.S.; Colin Galletly, E.I.S.; Charles Docherty, E.I.S.; James Moore, E.I.S.; Janice Wardrop, E.I.S. and Alex McEwan, S.S.T.A.

**Attending:** Scott Kelly, Committee Officer, Legal, Administrative and Regulatory Services.

**Apologies:** Apologies for absence were intimated on behalf of Councillor George Black and Terry Lanagan, Executive Director of Educational Services.

### **Councillor May Smillie in the Chair**

### **MINUTES OF PREVIOUS MEETING**

The Minutes of Meeting of the Local Negotiating Committee for Teachers (LNCT) held on 16 February 2010 were submitted and approved as a correct record.

It was noted that the minutes had been circulated to members without the appendices and there were submitted (tabled) copies of the missing appendices.

### **PROCEDURES FOR THE VOLUNTARY/COMPULSORY TRANSFER OF UNPROMOTED TEACHING STAFF FROM AN ESTABLISHMENT WHERE A SURPLUS HAS BEEN IDENTIFIED**

With reference to the Minutes of Meeting of the Local Negotiating Committee for Teachers held on 16 February 2010, a report was submitted by the Joint Secretaries to the LNCT seeking agreement on the procedures to be followed when an establishment has a surplus staffing in relation to the agreed staffing standard. The procedures were shown in Appendix 1 to the report and are included as Appendix 1 to these Minutes.

After discussion and having heard both Sides, the Committee agreed:-

- (1) to note that it was not practical for the procedures for the voluntary/compulsory transfer of unpromoted teaching staff to be approved until the new corporate policy concerning redeployment has been approved by West Dunbartonshire Council;
- (2) in the meantime, to delegate authority to the Joint Secretaries to the LNCT to agree on the inclusion of a clause in the procedures clarifying the position of surplus teaching staff who work less than half of the full time equivalent hours;
- (3) to delegate authority to the Joint Secretaries to agree whether the decision taken by Council in respect of the new corporate policy conflicts with the procedures for the voluntary/compulsory transfer of unpromoted teaching staff;
- (4) that should the Joint Secretaries agree that there is no conflict between the procedures and the Council's decision in respect of the new corporate policy, the procedures would be adopted, subject to the inclusion of the clause described in (2) above; and
- (5) that should the Joint Secretaries not reach agreement as described in (4) above, the matter would be continued to the next meeting of the Committee.

### **35 HOUR WORKING WEEK AGREEMENT FOR 2010-2011**

A report was submitted by the Joint Secretaries to the LNCT seeking agreement that the paper which was shown in Appendix 1 to the report should be the guidelines issued to schools and other establishments to assist them in reaching agreement on their collegiate calendar and the use of the 35 hours in the working week.

After lengthy discussion and having heard both Sides, the Committee agreed:-

- (1) to approve the guidelines outlined in the report and as detailed in Appendix 2 to these Minutes, with the undernoted amendments being incorporated:-
  - (a) that the word 'not' should be inserted after the word 'have' in the first sentence of paragraph 2.3.1;
  - (b) that the second sentence of paragraph 2.3.1 should be amended to read, 'Any teacher without appointments should agree their non-attendance at a parents' night with their line manager.';
  - (c) that paragraph 2.3.2 should be removed; and

- (d) that Appendices 4 ('Advice to Services – Additional Support for Learning Team') and 6 ('Advice to Services – Early Intervention Team') should be removed from the document '35 Hour Working Week Agreement, Session 2010-2011' (as shown in Appendix 2 to these Minutes) and the remaining Appendices to the document renumbered (shown as Appendices 2 (a) to 2 (e) to these Minutes).
- (2) that the amended guidelines should be distributed to all schools and other education establishments and teams as appropriate;
- (3) that the Joint Secretaries should meet with Base Heads and members of the Additional Support for Learning Team and the Early Intervention Team to agree on the appropriate use of collegiate hours by those teams;
- (4) that when the guidelines are distributed they should be accompanied by a letter from the Joint Secretaries explaining the position as described in (3) above; and
- (5) that a further report on this matter should be submitted to a future meeting of the Committee.

Note: Councillor J. McColl left the meeting at this point.

### **PROGRAMME OF MEETINGS**

The Committee noted that the LNCT normally meets during the months of September (AGM), December, March and May/June.

After discussion, it was agreed:-

- (1) that the next meeting of the Committee would be held at 10.00 a.m. on Tuesday, 21 September 2010; and
- (2) that the Committee would agree the dates of future meetings at the meeting on 21 September 2010.

### **VALEDICTORY**

The Chair, Councillor Smillie, informed the Committee that this was the last meeting of the LNCT that Colin Galletly, Charles Docherty and James Moore would attend as they were retiring from Council Service.

Councillor Smillie, on behalf of the Committee and the Educational Services Department, thanked Mr Galletly, Mr Docherty and Mr Moore for their contributions to the Committee and to Educational Services in West Dunbartonshire and wished them a happy retirement.

The meeting closed at 11.20 a.m.

## **Procedures for the Voluntary/Compulsory Transfer of Surplus Unpromoted Teachers in Primary & Secondary Schools**

### **1. Introduction**

Unpromoted staff are appointed to the service of the Authority and not to a particular school. Although all teachers have a contractual liability to transfer from one educational establishment to another, every effort will be made to minimise the number of compulsory transfers.

This procedure will apply to all permanent unpromoted teaching staff. Former Senior teachers, Assistant Principal Teachers and Principal Teachers who are conserved will be viewed as unpromoted staff for this exercise.

Where arrangements have to be made for a compulsory transfer, a number of factors require to be considered, including the needs of the schools involved, the wishes of the teachers concerned and the views of the Head Teacher.

The Authority will make every effort to avoid compulsory redundancy whilst undertaking this exercise by re-deploying teachers. If a surplus of teaching staff remains after the exercise has been conducted, the Authority will normally endeavour to use a process of voluntary release/retiral.

A separate procedure will be used in the case of school closures or mergers. LNCT agreement No 3 applies.

### **2. Type of Transfer**

Every effort is made to overcome problems caused by having teachers surplus to a school's establishment being transferred to suitable vacancies by seeking voluntary arrangements in the first instance. Only where this cannot be achieved within the relevant timescale will a teacher be transferred compulsorily. There are therefore 2 modes of transfer:-

#### **2.1 Voluntary Transfer from a school with Identified Surplus Staff**

Where it has been established that a primary school, or secondary department, is likely to have surplus unpromoted staff in a coming session, the opportunity is given for teachers to put themselves forward to be nominated for transfer. In these circumstances the volunteer is treated in the same way as all others compulsorily transferred and enjoys the same benefits as laid down for teachers.

Voluntary transfer may be considered for teachers wishing personal development opportunities for one school year. Such requests will be dealt with after teachers identified as surplus or teachers who have volunteered to be treated as surplus are suitably re-deployed.

## 2.2 Compulsory Transfer

Where school, or subject department, has more unpromoted teachers than that to which it is entitled in accordance with the Council's staffing standard and no volunteer(s) for transfer can be found to reduce the staff to the approved entitlement, a teacher(s) will be compulsorily transferred in accordance with these agreed procedures.

These procedures cover the identification of the individual teacher(s) to be transferred compulsorily and accord certain benefits by way of a measure of protection from further transfer, some assistance with travelling expenses where these are additional to those currently incurred and the opportunity where all parties are agreeable to return to their original school should a suitable vacancy arise there within 2 years of the original transfer.

## 3. Procedures

- 3.1 The Executive Director of Educational Services or his representative will identify at as early a date as possible, schools in which reductions in teaching staff may be required and will inform the Trade Unions
- 3.2 The Executive Director of Educational Services or his representative will determine, after consultation with Head Teachers, the extent of the reductions, and the Head Teacher will in turn convey this information to ALL teaching staff at the earliest appropriate opportunity.
- 3.3 The entire unpromoted teaching staff of an affected Primary school or Secondary Department will be consulted to ascertain whether there is a volunteer for transfer. The Head Teacher should also ascertain if any unpromoted teaching staff wish to be considered for entry into the Winding Down Scheme as this may remove the necessity to declare a surplus teacher. Any teacher who intimates that he/she wishes to wind down must put this request in writing and, in normal circumstances, will be held to this decision.
- 3.4 If there is no such volunteer, the Executive Director of Educational Services or his representative will decide which teacher is to transfer. The teacher within the affected school or Department who has the least total continuous service with West Dunbartonshire Council or its antecedent authorities will normally be required to transfer unless there are, in the view of the Executive Director of Educational Services or his representative strong reasons for deciding otherwise. In the latter event such decisions shall be communicated to the Trade Unions indicating the reason(s) for the decision.
- 3.5 The Head Teacher will personally inform individual teachers who have been identified as surplus and the decision will be confirmed in writing thereafter..

- 3.6 Any teacher nominated for compulsory transfer will be formally notified by the Executive Director of Educational Services or his representative of the proposed transfer by a letter intimating the decision and extending an invitation to a meeting with the Head Teacher or Head of Service.
- 3.7 Any teacher being compulsorily transferred will be informed of all known appropriate vacancies with West Dunbartonshire Council. Where more than one teacher is interested in a vacancy selection will be by competitive interview of these staff.

#### **4. Process for Filling Vacancies**

- 4.1 When filling vacancies for the coming session the following are the teachers who should be given priority when filling each establishment vacancy:
- (i) teachers who have been transferred compulsorily within 2 years should be given the opportunity to return to their original schools should a vacancy arise at equivalent FTE pointage held by them at the time of transfer, subject to agreement with the Executive director or his representative. Teachers who opt to return to their original school within the two year period will not be offered any protection from being compulsorily transferred in subsequent staffing exercises;
  - (ii) teachers who are either volunteers from schools with staff surplus to establishment or who are to be transferred compulsorily should be offered the choice of all appropriate establishment vacancies within West Dunbartonshire Council.
  - (iii) in some circumstances, where no other appropriate vacancies exist, a general cover post may be offered after full consultation with the teacher concerned and his/her trade union representative.

#### **5. Service Criteria for Selection for Transfer**

- 5.1 Factors which may be taken into account in considering the nomination of a teacher for compulsory transfer include the needs of the school, the length of continuous service with the authority, the personal circumstances of the teacher and his/her suitability for known vacancies.
- 5.2 Part-time teaching staff will be treated no less favourably than full-time teaching staff as outlined in 5.6 below.
- 5.3 For the purpose of determining liability to transfer in a situation of surplus the undernoted will not be regarded as constituting breaks in service, neither will they count as service:
- 5.3.1 holiday periods between contracts;

- 5.3.2 lapses of employment of no more than 5 working days: and
- 5.3.3 lapses of employment falling within the period from the start of the session up to but not including the first working day after 31 August;
- 5.3.4 periods out of service solely for the purpose of child rearing for period not exceeding 7 years. However any teaching service on a fixed term contract during the period out of service will be counted;
- 5.3.5 where in exceptional circumstances, a teacher is granted special unpaid leave outwith term time for reasons of a personal nature.
- 5.4 The undernoted will not be regarded as constituting breaks in service, and will count as service :
- 5.4.1 periods of unpaid maternity leave not exceeding 29 weeks both before and after 15 May 1975 and/or periods of maternity leave after 6 April 2003 which do not exceed 52 weeks in total;
- 5.4.2 periods of parental leave, for male or female teachers, in accordance with the EC Parental Leave Directive;
- 5.4.3 periods of paid and unpaid leave formally agreed under the Teachers' Sickness Scheme.
- 5.5 For the purpose of identifying surplus staff, each teacher within a job-share partnership will be credited with their own total continuous service. The period during which they were job-sharers will be treated as full-time service for each teacher. This may result in the job-share partnership being disbanded with each partner being treated as an individual and being offered one of the following three options:
- a. A permanent part-time position
  - b. A permanent full-time position
  - c. An alternative job-share partner elsewhere
- Job-sharers may reserve the right to request to transfer voluntarily together to an appropriate full-time post identified. In these circumstances their service for ranking purposes (ie on the list of teachers identified as surplus who gets first choice of all available schools) will normally be averaged unless this is excessively detrimental to one party in which case discussion will take place with the Joint Secretaries as to the best approach to be taken.
- 5.6 Part-time service from 20 January 2000 as recognised by the Part-Time Workers Regulations will be credited on a full-time equivalent basis for the calculation of total continuous service with the authority. Part-time service prior to that date will be credited on a part-time basis.
- 5.7 Where calculation of continuous service as referred to above produces identical results for two or more teachers then consideration will be given to



total actual service with the authority or its antecedent authorities, disregarding all breaks in service between contracts and reckoning part-time service on a full-time equivalent basis ie the teacher with the least continuous service will be selected for compulsory transfer.

Where this further calculation fails to resolve the issue then the teacher to be compulsorily transferred will be chosen by the drawing of lots in the presence of the teachers concerned.

## **6. General Conditions**

- 6.1 A teacher who is due to retire within two years will not normally be selected for transfer. If such a teacher is identified as surplus due to having least continuous service within the school, discussion to determine the most appropriate course of action will take place with the Executive Director of Educational Services or his representative, the individual teacher and, if requested, his/her trade union representative.
- 6.2 Teachers will not normally be allowed to volunteer to transfer once the list of all known available posts within the Authority is distributed, which will normally be before Easter of each year.
- 6.3 A teacher who is pregnant will not normally be liable to be transferred.
- 6.4 A teacher transferred compulsorily will not normally be transferred again within a period of 2 years.
- 6.5 A teacher transferred compulsorily or one who volunteers in a school where a transfer has to be arranged will be entitled to excess travelling expenses for a period of 4 years following the date of transfer.
- 6.6 At any stage of transfer the teacher will have the opportunity, if so desired, to discuss the matter with the Executive Director of Educational Services or his representative and be accompanied by a representative of his/her association.

## **7. The Timing of the Main Transfer Programme**

- 7.1 The Executive Director of Educational Services or his representative will liaise with the Head Teacher to give as much notice as possible to teaching staff of the need to make a reduction in the number of teachers employed in their school.
- 7.2 Individual teachers nominated for transfer will be notified in writing by the Authority at the earliest possible date.
- 7.3 The normal notice for transfer will be one month, excluding holidays, but where, for good educational reasons, it is not possible to provide this notice the Executive Director of Educational Services or his representative will discuss the timing of the transfer with the Teachers' Convenor.

7.4 A number of factors have to be taken into account in considering the timing of any programme which might encompass the bulk of the transfers from one session to the next. These include the following:-

- (i) the need to break down projected rolls on a school by school basis;
- (ii) the effect of placing requests made by parents on the distribution of pupils;
- (iii) the need to take account of changes in staff entitlements brought about by difference between estimated and actual pupil numbers at the start of a new session;
- (iv) the fact that teachers need not give notice of resignation until late in the session, eg May for an unpromoted teacher wishing to leave at the end of the summer holiday period; and
- (v) the fact that teachers can request winding down, stepping down or actuarially reduced retiral at any time;
- (vi) the timing of placement of Teachers on the Induction Scheme

note            The allocation of probationer teachers cannot cause surplus in an establishment. However if a probationer teacher is allocated to a school this may obviate the need for a compulsory transfer into that school.

There is therefore no point at which the total number and location of vacancies for a coming session can be fixed with certainty. Coupled with the authority's desire to be in a position to offer teachers being compulsorily transferred the choice of more suitable posts should such become available, this precludes the establishment of a rigid timetable for transfer.

## **GUIDELINES FOR THE TIMING OF THE MAIN TRANSFER PROGRAMME FOR UNPROMOTED TEACHERS**

### **January/February**

- Estimated pupil rolls for the coming session finalised with head teachers and staff entitlements revised.
- Timetabling undertaken to reflect pupil choices and staff availability. Head teachers notify of subjects where surplus staff anticipated.
- Where surpluses expected, head teacher to discuss with staff within the Primary School or in Secondary schools the subject department and seek voluntary transfer or expressions of interest in winding down.
- Where no volunteers, Education Personnel staff calculate who would be member of staff compulsorily transferred and notify head teacher.
- Trade Unions notified by Education Personnel of schools affected.

### **March/April**

- Target date of 31 March for receipt of placing requests from parents
- Adjustment to estimates of staff entitlement where necessary following placing request decisions.
- The effect of granting voluntary transfer requests considered.
- The Authority will consider the necessity for a Premature Retiral Scheme.
- Teachers who will require to be transferred on a voluntary or compulsory are invited to a meeting with the Executive Director of Educational Services or other appropriate senior officers and trade union representatives.
- Choice of all known vacancies to be offered to surplus teachers with consideration being given on a length of service basis.
- Surplus teachers for whom there are currently no suitable posts to be informed of situation.
- Identify suitable posts for Probationer Teachers on the Teacher Induction Scheme.

### **May**

- Individual meetings with surplus teachers, where requested. Staffing exercise continued with consideration of placement of teachers currently on fixed term contracts, and of placing of Probationer Teachers on Teacher Induction Scheme.
- Continued efforts made to seek changes which eliminate need for compulsory transfer.
- Resolution of cases of transfer difficulty, if any, with appropriate Trade Unions
- Identify posts for permanent peripatetic teachers.

### **June**

- Remaining transfers effected as necessary with as much notice as possible (in normal circumstances, one month) being given to the teachers concerned.

**West Dunbartonshire Council**

**Educational Service**

**35 Hour Working Week Agreement, Session 2010-2011**

**1. 35-HOUR WORKING WEEK – GUIDELINES FOR SCHOOLS**

- 1.1 One aspect of change in teachers' conditions of service, which was implemented from August 2001, is the 35-hour working week.
- 1.2 The details of the 35-hour working week require to be agreed annually on a school-by-school basis, as the result of a process of discussion and agreement, taking account of the individual circumstances of the school, the school's development plan and other priorities.
- 1.3 The precise configuration of the 35 hour week will vary from one establishment to another and, indeed, from one individual to another and will be reviewed on an ongoing basis at least annually.
- 1.4 The guidelines which follow are based on Section II of the Agreement 'Conditions of Service', and on Annex A, 'Code of Practice on Working Time Arrangements for Teachers'.
- 1.5 Annex A provides a mechanism for managers, to assist them in regulating teacher workload.
- 1.6 In general terms it should be noted that:
  - teachers' class contact time will be a maximum of 22.5 hours per week;
  - all staff are entitled to their minimum personal allowance (non-contact time) equal to no less than one third of their class contact commitment;
  - the allocation of management time will be that agreed in the Primary Sector Promoted Structures and the agreement for secondary sector promoted staff of not less than currently agreed;
  - all tasks which do not require the teacher to be on the school premises may be carried out at a time and a place of the teacher's choosing, provided that the teacher has informed her/his line manager;
  - the use of the balance of time between a teacher's combined class contact time and personal allowance time, and the agreed 35-hour week, will be agreed on a school basis and should encompass the range of activities listed in Annex A, a copy of which is attached for information;

- on an annual basis each school should prepare and agree a school plan, which reflects establishment, local and national priorities and each teacher should be involved in the development of the plan and should be consulted on their contribution to the plan;

## **2. COLLEGIATE TIME**

2.1 Annex A lists a range of collective or collegiate activities, which should be subject to agreement at school level for those involved. The notes, which follow, are intended to assist schools in reaching agreement on some of these issues.

### **2.2 Additional Preparation and Correction Time**

Additional time should be allocated for this purpose as for most teachers, preparation and correction time will be most time consuming activities outwith class contact time.

### **2.3 Parents' Meetings:**

The timing and spacing of parents' meetings should be arranged by agreement on an individual school basis. Teachers will be required to attend parents' meetings for pupils they teach or for whom they have a direct responsibility. Due attention should be paid to demands on time in the week before and the week after parents' meetings. All primary schools will hold one formal parents' meeting each school session. A second structured opportunity for parents to meet with their child's teacher should be offered, with the exact format to be agreed by individual schools.

2.3.1 Individual teachers should not be expected to attend parents' meetings for pupils whom they do not teach or for whom appointments have not been made. Any teacher without appointments should agree their non-attendance at a parents' night with their line manager.

### **2.4 Staff Meetings:**

Schools will reach agreement on the number, frequency and timing of staff meetings. These should be scheduled in such a way as to promote effective, quality working practices within each school.

### **2.5 Forward Planning:**

Staff who have responsibility for drawing up the forecast, departmental development plan, school plan and standards and quality report should be accorded appropriate time.

### **2.6 Assessment and Reporting:**

Continuous assessment is part of a teacher's normal preparation and correction time. However, other assessments and reporting may require additional time.

2.7 Professional Review and Development/Continuous Professional Development:

Time allocation for PRD is 2 hours.

2.8 Liaison with Colleagues/Student Teachers:

Staff who have responsibility for Student Teachers should have time allocated for this purpose.

2.9 Curriculum Development:

Any work carried out by teachers on policy development, curricular development or in school working group committees should be allocated as collegiate time.

2.10 Trade Union Meetings:

Under normal circumstances, up to 3 hours per annum should be made available for Trade Union/Professional Association meetings.

2.11 Additional Supervised Pupil Activity:

Any additional supervised pupil activities are a matter for individual agreement.

**3. REACHING AGREEMENT AT SCHOOL LEVEL**

3.1 An appropriate mechanism must exist in each school, with representation including management and trade unions in order to discuss and agree key decisions on the Code of Practice ("A Teaching Profession for the 21<sup>st</sup> Century Agreement, Annex A) and to monitor and review decisions made

3.2 A school negotiating committee should be set up in each school with representatives from management and trade unions in order to discuss and reach agreement on the 35 hour working week and collegiate calendar.

3.3 Minutes of these meetings should be taken and made available to all staff.

3.4 Prior to the annual negotiation, there should be an evaluation of the current agreement. Provision should be made for identifying and rectifying existing or emerging issues.

3.5 Once agreement has been reached all staff will adhere to the agreement.

- 3.6 Once agreed , this agreement can only be amended through the school negotiating committee.
- 3.7 A collegiate approach to planning and implementation is required in each school based on the principle of whole staff ownership.
- 3.8 An agreed school calendar should be produced, by each school, to allow staff to be able to prioritise and manage their workload.

#### **4. MONITORING**

- 4.1 Every attempt has been made, in drawing up these guidelines, to lay a foundation upon which teachers and school managers can build, in introducing the 35 hour working week.
- 4.2 The guidelines will be subject to monitoring and review on an ongoing basis by the Local Negotiating Committee for Teachers.
- 4.3 Each school calendar should ensure that decisions are monitored on an ongoing basis

#### **5. CONTINUOUS PROFESSIONAL DEVELOPMENT (CPD)**

- 5.1 CPD for session 2010-2011 should be up to 35 hours for every teacher.

# **WORKING TIME ARRANGEMENTS FOR TEACHERS FOR SESSION 2010-2011**

## **ADVICE FOR SCHOOLS/SERVICES**

### **1. INTRODUCTION**

Teachers' Class Contact Time will be 22.5 hours per week and that the remaining time – 12.5 hours per week, on a normal 5 day working week, will be used professionally to enhance teachers' skills and knowledge and to ensure that the learning and teaching of our pupils progresses. This time of 12.5 hours includes 7.5 hours preparation and correction time.

Since August 2001 the principle has existed that the individual and collective work of teachers should be capable of being undertaken within the 35 hour working week. There should be no planned aggregation of working hours over any period longer than a week. Parents' meetings could be the only exception to this.

### **2. CLASS CONTACT TIME AND COVER ARRANGEMENTS IN SCHOOLS**

- 2.1 Teachers may be required to provide cover for absent colleagues and such cover counts in full as class contact. Registration counts as class contact time. Teachers can only be given additional classes up to their maximum class contact time of 22.5 hours.
- 2.2 Under normal circumstances teachers should be given an indication of when they are most likely to be required for cover. However, in emergency circumstances, teachers may be required for cover at times other than those indicated. The total of allocated classes and cover in any one working week should not exceed the maximum class contact time.
- 2.3 All educational establishments will try to maximise the flexibility for teachers to undertake work at a time and place of their own choosing, through giving consideration to prime time cover, effective communications procedures, and specific cover mechanisms.
- 2.4 There must be at all times an accurate centralised record of those who are present on the premises, for the purposes of Health and Safety.
- 2.5 Non class contact time should be in planned blocks of no less than 45 minutes in the primary sector or of one period in the secondary/special sector. This will ensure sufficient time for professional tasks to be undertaken.
- 2.6 Where there is a shorter working week arising from inservice days or holidays. The normal pattern of non-class contact time should apply. These weeks are termed atypical weeks.
- 2.7 When an individual teacher is not in school for part of the week the normal pattern of non-class contact time should apply



### 3. PREPARATION AND CORRECTION TIME

3.1 For example:

Sector	Pupil contact per week	Personal allowance per week	Collegiate time per week
Primary/Early Years	22.5 hours	7.5	5
Secondary	22.5 hours	7.5	5
Special	22.5 hours	7.5	5

- all staff are entitled to their minimum personal allowance (non-contact time) equal to no less than one third of their class contact commitment
- the allocation of management time will not be less than currently agreed
- all tasks which do not require the teacher to be on the school premises may be carried out at a time and place of the teacher's choosing, provided that the teacher has informed his or her line manager

3.2 Staff will manage their time, which may include providing cover, according to the work in hand.

### 4. COLLEGIATE TIME

4.1 A range of activities should be undertaken in collegiate time. These could include:

- 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
- continuous professional development.

4.2 The balance of time is detailed in the table (3.1) above.

4.3 It is the responsibility of the head teacher as overall manager and the person ultimately accountable for the activities of the school to lead school discussions.

4.4 Assessment of a diagnostic or formative nature should be considered as part of normal preparation and correction. However, time should be allocated from

the collegiate time where the assessment is summative and part of a formal process. For example, end of unit tests, National Tests, preliminary examinations, assessment of internal components of Higher Still or Standard Grade and assessment used for reporting to parents.

- 4.5 Advice on management time will be reviewed, agreed and reissued by the LNCT.
- 4.6 During the course of the year there will be different pressures on schools at different times and it is essential that the agreement on the use of the collegiate time addresses these particular issues.
- 4.7 West Dunbartonshire Council supports the principle of collective bargaining. Consequently, Heads of establishments should ensure that appropriate time off should be given to representatives for trade union duties.
- 4.8 Additional time may be required to be allocated for teaching staff and trade union meetings to allow for consideration of the school calendar.
- 4.9 Paid supported study may continue under current arrangements and will be outwith the 35 hour week.
- 4.10 Whole school agreements on the 35 hour week should be in line with Local Authority and National Agreements. School level agreements will be monitored by the LNCT on an annual basis.

## **5. CONTINUOUS PROFESSIONAL DEVELOPMENT**

- 5.1 CPD for session 2010-2011 should be up to 35 hours for every teacher.

## ADVICE TO SCHOOLS /SERVICES

All Sectors

Appendix 2 (a)

The table below shows the calculation of the Collegiate Time:

(Please note: there is no deduction for part weeks where there is a local/national holiday. Schools should negotiate and agree their own school plan for the use of Collegiate Time.)

<b>35 Hour Working Week and Collegiate Time</b>			
Working time over the year	39 weeks x 35 hours		= 1365.0 hours
Less In service days	5 x 5.5 hours	27.5 hours	= 1337.5 hours
Less teaching time	38 weeks x 22.5 hours	855 hours	= 482.5 hours
Less one third preparation/correction time	39 weeks x 7.5 hours	292.5 hours	= 190 hours
<b>Collegiate Time</b>			<b>190 hours</b>

### Collegiate Time

Collegiate time is the amount of time remaining beyond the combined class contact and preparation/correction time. The use of this time will be subject to agreement at school level and will be planned to include a range of activities (see 4.1 Advice for Schools/Services).

Planned use of collegiate time may take place within the pupil day.

‘The programmes for INSET days should reflect national/local/whole school and departmental stage priorities.’

**Collegiate Time:**

The table below outlines the use of the 190 hours. Any balance of time not used for specified tasks are to be used at the professional discretion of teachers.

<b>Suggested use of Collegiate Hours from August 2010</b>		
Additional Preparation and Correction time	50 hours	
Parents' meetings	21 hours	3.5 hours for end on meetings and 5 hours for evening meetings.
Staff/Stage meetings to include curriculum development	20 hours	Agreed on a school by school basis.
Assessment and Reporting	60 hours	Agreed on a school by school basis.
Forward Planning.	24 hours	
PRD	2 hours	Includes time for report writing and interview.
Tasks as specified in Annex A	10 hours	Professional discretion of teacher. Staff will prioritise their time. Schools will discuss, negotiate and agree hours required for tasks listed in Annex A.
Trade Union meetings	3 hours	Outwith the school day.
<b>TOTAL</b>	<b>190 hours</b>	

Agreement should also be reached that if and when changes are required after the start of the session, staff will negotiate and agree these changes eg HMIE inspection/visit to school.

**Collegiate Time**

The table below outlines the use of the 190 hours time. Any balance of time not used for specified tasks are to be used at the professional discretion of teachers.

<b>Suggested use of Collegiate Hours from August 2010</b>		
Parents' Meetings/Parental liaison by appointment	up to maximum of 30 hours	5 hours per meeting to include necessary preparation and correction time and travelling time.
Principal Teacher/Departmental /Staff Meetings	Up to 35 hours	Generally outwith the school day but where possible if timetable allows can be within the school day.
Assessment and Reporting/Additional Preparation and Correction Time	80 hours	Staff will prioritise their time for these tasks.
PRD	2 hours	Includes time for report writing and interview.
Tasks as specified in Annex A	40 hours	Professional discretion of teacher. Staff will prioritise their time. Schools will discuss, negotiate and agree hours required for tasks listed in Annex A.
Subject business meetings (as applicable)	*6 hours (from 40 hours above)	3 per session to include travelling time. Time for these meetings to be taken from Annex A time.
Trade Union meetings	3 hours	Outwith the school day.
<b>TOTAL</b>	<b>190 hours</b>	

Agreement should also be reached that if and when changes are required after the start of the session, staff will negotiate and agree these changes eg HMIE inspection/visit to school.

## Advice to Services

### Special Education Schools Collegiate Time:

### Appendix 2 (d)

The table below outlines the use of the 190 hours. Any balance of time not used for specified tasks are to be used at the professional discretion of teachers.

<b>Suggested use of Collegiate Hours from August 2010</b>		
Parents' meetings	Up to a max of 5 hours	
Staff/Stage/Development planning/Curriculum Development/ Departmental meetings	40 to 50 hours	Agreed on a school basis.
PRD	2 hours	Includes time for report writing and interview
Tasks as specified in Annex A	130 to 140 hours	Professional discretion of teacher. Staff will prioritise their time. Schools will discuss, negotiate and agree hours required for tasks listed in Annex A.
Trade Union Meetings	3 hours	Outwith the school day.
<b>TOTAL</b>	<b>190 hours</b>	

Agreement should also be reached that if and when changes are required after the start of the session staff will negotiate and agree these changes eg HMIE inspection/visit to schools.

**Music Instructors****Key elements of The Agreement**

It was agreed that from 1 August 2002 the working year for Music Instructors would continue to be 195 days, of which 190 days would coincide with the school year for pupils.

The working week shall be 35 hours. A maximum of 27.5 hours in any one week shall be devoted to pupil contact and a minimum of 2.5 hours shall be available for preparation, instrument maintenance, transposition and orchestration.

The remaining 5 hours shall be available to be used for an appropriate and agreed balance of the following activities:

- additional preparation of lessons
- additional preparation of reports/records etc.
- forward planning
- parental liaison centrally held music service parent evenings
- staff meetings
- school/pupil performances
- rehearsing school musical ensembles
- instrument provision and maintenance
- rehearsing authority ensembles
- professional review and development
- whole authority initiatives
- continuing professional development

From August 2003 an additional contractual 35 hours was introduced as a maximum for all Music Instructors, to consist of an appropriate balance of personal professional development, attendance at courses, involvement in performances, recitals etc. The balance should be based on an assessment of individual need taking account of national priorities and should be carried out at an appropriate time and place. Every Music Instructor will have an annual plan agreed with the ESO (Music Instruction).

Travelling time between schools, during the school day should be regarded as pupil contact time except during the midday break when the Instructor should have a personal break of not less than 40 minutes excluding travelling time.

**Application of the Agreement in West Dunbartonshire Council**

The detail of each Music Instructor's annual contract is negotiated on an individual basis between the employee and his or her immediate line manager, the ESO (Music Instruction). The results of this negotiation shall be set out of on a proforma (copy attached) to be signed by both parties and which then becomes the Instructor's contractual agreement on working time

for the year. A fresh 35 hour week contractual agreement should be negotiated for each Instructor each year.

(This is not to be confused with the Instructor's Contract of Employment as issued by the Personnel section at the commencement of employment with the Council, and which sets out in full the basis of the employee's contract with West Dunbartonshire Council)

#### The Allocation of Time

For guidance purposes, the breakdown of the working year shall be as follows:

<b>Total time available for school year</b>	<b>Hours</b>
<b>35 hour week x 39 week year</b>	<b>1365</b>

<b>Breakdown of available time</b>	<b>Hours</b>
Pupil contact (including travelling) 27.5 x 39	1072.5
(Personal allowance ( 2.5 hours per week) 2.5 x 39	97.5
Collegiate Time (5 hours per week) 5 x 39	195.0
<b>Total</b>	<b>1365</b>

<b>Additional time ( Continuing Professional Development)</b>	<b>Hours</b>
35 hours in session 2009- 2010	35

This sub-division of Instructors' time should form the basis of each Instructor's annual contract. Any departure from these allocations should be by agreement between the individual Instructor and the ESO (Music Instruction).



**West Dunbartonshire Council  
Educational Services**

**Implementation of 35 Hour Working Week Agreement – Music Instructors**

**Name of Instructor/Teacher .....** **Session**  
**2010 /2011**

**Base School .....**

Activity	Hours Required
Preparation of Reports/Assessments*	
Forward Planning*	
Parental Liaison (by appointment)	
Staff Meetings	
School /Pupil Performances	
Rehearsing School Musical Ensembles	
Whole School Initiatives	
Continuing Professional Development	
Other agreed Activities * (Professional Review and Development)	
<b>Total</b>	<b>195</b>

**\* Need not take place on school premises**

**Signature of**  
**Instructor/Teacher.....Date.....**

**Signature of ESO (Music Instruction).....Date**  
**.....**

## Notes:-

Pupil Contact Time includes formal pupil contact during the pupil's school day. It also includes travelling time during the day between one work location and another.

Personal Allowance, which for session 2010-2011 will be set at a minimum of 2.5 hours per week, will include, for example, the following activities: preparation; report writing; instrument maintenance; arranging; copying; completion of Records of Work.

Collegiate Time, to be spent on the activities outlined below, will total 195 hours in session 2010/2011, averaging 5 hours per week. By agreement between the individual Instructor and the ESO (Music Instruction) it may be decided to vary the instructor's commitment from week to week or from one part of the year to another.

Collegiate time will include the following:-

- Out of school hours rehearsals for school musical ensembles, school shows and authority concerts up to a maximum of 110 hours pro rata. Any rehearsal, concert or performance unless end-on to the school day and in the instructor's current place of work will be assumed to include travelling time of 1 hour.
- A commitment to greater than the maximum time for rehearsals will entitle the instructor to payment at the appropriate hourly rate for the additional hours, including 1 hour's travelling time per rehearsal. This must be by individual agreement with the ESO (Music Instruction).
- Parent Meetings.
- Professional Review and Developments (maximum 2 hours).
- Trade Union meetings (3 hours)
- Continuing Professional Development (CPD) - separate from the additional 35 hours' CPD.
- Additional supervised activity.

Entitlement to work at a time and place of the Instructor's own choosing: Certain of the activities which make up Personal Time and Collegiate Time will not require the Instructor to be present in the place of work. The Instructor will inform the appropriate line manager when checking out.

### Annual contract and Record of Work

Each Instructor will keep a weekly Record of Work to show hours worked, locations and pupil's names, with a note of progress.

The attached proforma, to be completed by each Instructor on an annual basis and signed by the Instructor and ESO (Music Instruction), shall be regarded as the

annual contractual agreement on working time between the Instructor and his/her employer.

## **CODE OF PRACTICE ON WORKING TIME ARRANGEMENTS FOR TEACHERS**

The working hours and duties of teachers are negotiated nationally and form part of the agreed conditions of service for teachers. This code of practice has been drawn up to describe in more detail the rights and responsibilities involved in translating national conditions of service into practice.

The code of practice will operate within the context of national and local negotiating arrangements.

For the duration of the transitional period, individual contracts will contain an additional condition that working time arrangements will operate in accordance with the national code of practice.

The code of practice will be kept under review during the transitional period.

It shall inform discussions on working conditions at local level and will require to be supported by effective consultative arrangements at establishment level that ensure full participation by all staff in key decisions affecting their establishment. Discussions will be led by the Head Teacher as overall manager and the person ultimately accountable for the activities of the school.

With these mechanisms in place, it should be possible to resolve disputes, which may be individual or collective, without recourse to grievance procedures. This would not affect a teacher's existing right to resort to formal grievance procedures.

It is also intended that the Code of Practice will assist teachers to manage their workload more effectively. Effective planning procedures should assist with the management of workload.

In terms of assisting with local planning and with the control of teacher workload, national priorities will be set. These will be few in number and will normally be constant over a reasonable period of time. Teachers have a right and an obligation to contribute to the process by which national and local priorities are determined. Programmes of change will require the full participation of staff at establishment level in decisions about the pace of change.

Each educational establishment will prepare a school plan in accordance with the Standards in Scotland's Schools etc. Act 2000. The plan will reflect establishment, local and national priorities. Plans will take account of staffing and other resources required. All teachers will have the right to be fully involved in the development of the plan and to be consulted on their contribution to the plan, and the responsibility for realising the school's development priorities. If a plan requires to be reviewed to take account of individual or collective circumstances, staff will be involved in any review as appropriate.

Teachers have a responsibility to work co-operatively with colleagues and others to pursue the overall objectives of the service. Each educational establishment will prepare an annual programme of activities, which require the involvement of teachers. In each school, teachers will agree the range of collective activities contributing to the wider life of the school on a collegiate basis. 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 and will be planned to include a range of activities, such as:

- 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
- continuous professional development

The individual and collective work of teacher should be capable of being undertaken with the 35 –hour working week.

To assist the process of reaching agreement on collective time, each establishment will put in place effective mechanisms. Such mechanisms will be determined at local authority level and shall reflect local circumstances. The negotiating machinery at local authority and at national level will monitor the effectiveness of school mechanisms in ensuring agreement on, and prioritisation of, teachers' working time.

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 time. 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. If a teacher is not required to be on the school 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 intention in this respect.

Teachers have a right and a responsibility to contribute to the development of a quality service. They have a professional commitment to develop their skills and expertise in classroom practice and other related matters through an agreed programme of continuing professional development. An additional contractual 35-hours of CPD per annum will be introduced as a maximum for all teachers, which shall consist of an appropriate balance of personal professional development, small scale school based activity, attendance at nationally accredited courses or other CPD activities. As part of this professional commitment teachers will have a CPD plan that

is agreed annually with their line manager based on assessment of individual need. Teachers are also required to maintain an individual CPD record for professional purposes.