

TEACHERS' ORGANISATIONS JOINT COMMENTARY

New Flexibilities On Cover

**“JOINT GUIDANCE ON LOCAL STRATEGIES
TO IMPROVE RECRUITMENT AND RETENTION FOLLOWING SUSPENSION OF
‘COVER TO CONTRACT’ INDUSTRIAL ACTION”***

**A commentary adopted by the teachers' organisations on guidelines and
measures to be taken through joint discussions at LEA level about the
Agreement* reached with NEOST, 20 June 2001.**



Introduction

1. On 20 June 2001, the teachers' organisations in England and Wales and the National Employers' Organisation for School Teachers, NEOST, entered into an agreement entitled, "Joint Guidance on Local Strategies to improve Recruitment and Retention following Suspension of 'Cover to Contract' Industrial Action".
2. Through this Agreement, the National Employers and the teachers' organisations have produced joint national guidance on measures to be adopted by LEAs and schools to address the problems of teacher shortages and to prevent unreasonable demands upon teachers.
3. The guidelines set out measures to be taken immediately through joint discussions at LEA level. Talks are continuing at national level on possible further measures and will take account of the separate DfEE Workload Review.

Local Strategies to Improve Recruitment and Retention

4. Paragraphs 10-16 of the Agreement provide for joint examination within each LEA of the vacancies and turnover of teachers and for the results of those examinations to be reported back to national level for further joint discussion.
5. Paragraph 13 of the Agreement identifies key information to be collected, namely:
 - levels of vacancies;
 - numbers of applications;
 - audit of resignations; and
 - incidence of long term absence.
6. Paragraph 14 of the Agreement identifies a number of effective improvements to recruitment and retention which should be considered including improved advertising and recruitment and the scope for improved teacher redeployment arrangements.
7. Paragraphs 17-21 of the Agreement draw attention to the flexibilities that are available within the national pay framework and advise that "*local discussions should seek to encourage schools to examine using the current pay flexibilities*".
8. The teachers' organisations would oppose the use of such flexibilities in any unfair and discriminating ways and would require clear and consistent criteria for their use.

New Salary Recruitment Incentives

9. Paragraphs 22-27 of the Agreement draw attention to new provisions for LEAs and governing bodies to make payments or provide benefits to teachers for:
 - the provision of housing;
 - relocation expenses; and
 - travel and work expenses.
10. Paragraph 23 of the Agreement draws attention to the DETR's starter home initiative and other local initiatives on housing which may already have been jointly discussed.
11. Such measures are not new and local discussions should identify priorities for non-salary packages including the provision of childcare.

New Flexibilities

12. Paragraphs 30-36 of the Agreement set out the outcome to date of the discussions at national level with particular reference to the immediate issues of shortages, vacancies, difficulties of recruitment of supply staff and the resultant demands for cover including cover beyond that defined in the Pay and Conditions Document.
13. The agreement refers to the circumstances when teachers might be requested to provide cover in excess of the limits set down in the 'School Teachers' Pay and Conditions Document'.
14. Under those limits no teacher should be called upon to cover:
 - (a) after the teacher who is absent or otherwise not available has been so for three consecutive work days; or
 - (b) where the fact that the teacher would be absent or otherwise not available for a period exceeding three consecutive working days was known to the maintaining authority or, in the case of a school which has a delegated budget, to the governing body, for two or more working days before the absence commenced
15. Exempt from those arrangements are supply teachers and teachers employed to undertake timetabled duties for less than 75 per cent of the pupil week.
16. The national guidelines provide that where teachers are requested to provide cover in excess of the limits set out in paragraph 14 of this document, the additional cover time should be recorded and banked over. This includes *"teachers being asked to provide cover by taking additional pupils into their classes"* and the compensatory time off should be for the whole of the time concerned. Compensatory time-off in respect of such banked cover time for the teacher concerned is to be provided within a defined time scale, normally of four weeks, by:
 - (a) reducing their teaching timetable at a time when supply teachers are available – the use of internal cover in such circumstances would merely exacerbate workload problems; and/or
 - (b) reducing the time they spend on other duties, including providing cover, supervision of examinations and management duties
17. The teachers' organisations expect that such compensating time off should normally be full or half days time off from the school. Where teachers accept retrieval in periods of less than half a day they should preferably be timetabled at the end of the school day
18. Paragraph 35 of the Agreement refers to possible flexibility being provided by staff released from teaching commitments because of external examinations. There should be no automatic assumption that such staff can provide additional cover as such time is frequently needed for essential activities such as curriculum preparation and planning. In addition any cover arrangements arising from such circumstances will also need to be applied in ways which are fair and equitable to all the teachers in the school.
19. Paragraph 36 of the Agreement is a key provision of the guidelines. It recognises that where in a school *"it is not possible to reallocate duties, after the timetable or recruit supply teachers, changes to the pupil day may be inevitable"*. It stresses that such measures *"should only be used as a last resort and only after consulting the LEA"*.

20. Such measures may be applied in different ways according to the circumstances of individual schools, for example through whole or partial school closures. The terms of the Agreement, however, clearly accept that this can and should be used to prevent unreasonable demands upon teachers. The resultant curtailment of pupils' education is not the result of industrial action but rather a joint recognition of the seriousness of the position.

Industrial Action – Cover to contract

21. The NUT and the NASUWT have agreed to suspend their industrial action as a result of this agreement and, in particular, the agreement to continue and extend the good practices that emerged when the action was in place. The unions will consider re-introducing their action only if problems arise in particular schools which are not resolved by the measures set out in the joint guidelines.
22. Paragraphs 38 – 40 of the Agreement set out the range of jointly recommended measures to be considered jointly at LEA level. Local representation should seek the latest and most appropriate application of those measures. Paragraph 9 of the Agreement makes it clear that, *“these discussions will need to reflect existing agreements and practices which will set the baseline for further developments”* and there should therefore be no detriment to existing agreements.
23. Paragraph 41 of the Agreement sets out the arrangements for dealing with any problems which could lead to the resumption of action in particular schools. It sets out a three-stage procedure going on to national level to address such problems and provides that the whole process should normally be completed within two weeks.
24. Local representatives should advise and consult their appropriate regional and national representatives at the earliest opportunity in the event of difficulties and should seek to work jointly as teachers' organisations to find means of resolving problems.
25. If difficulties arise over the correct interpretation of the guidelines in particular circumstances, local representatives should seek guidance from their own associations. Clearly, with a set of substantial new arrangements it may not be possible to anticipate all such questions but the foregoing joint guidance from the teachers' organisations is designed to provide a clear strategic framework for the application of the joint national guidelines set out in the Agreement.

