

GUIDELINES FOR SCHOOLS

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 as guidelines
for the operation within schools of 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. This document is a commentary on that agreement. It has been adopted by the teachers' organisations as guidelines for the operation of the agreement within schools. The teachers' organisations, including those with headteacher, deputy headteacher members and members in the leadership group, are agreed that the provisions in the agreement apply to all the teaching staff including the leadership group.
3. Teachers seeking clarification of issues arising from the guidelines should consult the teachers' organisations of which they are in membership.
4. At school level, representatives of the teachers' organisations should meet to consider the operation of the guidelines as applied through local agreements with the local education authority.
5. It is to be expected that in schools where the governing body is the employer, the guidelines should be applied according to the local agreements made with the LEA.
6. The discussions between the LEAs and the teachers' organisations locally will aim to further assist schools in recruiting and retaining staff. They will need to reflect existing arrangements and practices which will set the baseline for further developments. There will be no worsening of existing practices.
7. The most significant part of the national agreement is that relating to cover and the right to retrieve all cover provided in excess of defined limits.

New Flexibilities

8. Whilst a key aim of the agreement is to avoid "disruption to pupils' education", it is recognised that some schools will continue to face insurmountable difficulties because of teacher shortage:
"Such that they will have to put in place measures that could lead to some unavoidable disruption. Such measures will be used as a last resort."
9. In this context, the term "*unavoidable disruption*" refers to the curtailments to the working day or week and the sending of pupils home because of inadequate levels of staffing being available, despite all efforts by the employers and the school management.
10. The agreement provides for a system of retrieval of cover for those teachers who are requested to provide additional cover beyond that defined in the Pay and Conditions Document. Cover can be provided by loss of non-contact time or by pupils being redistributed from other classes.
11. The limits defined in the Pay and Conditions Document provide that no teacher shall be required to provide cover:
 - (a) *after the teacher who is absent or otherwise not available has been so for three or more consecutive working 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."*

12. The application of these defined limits would apply as explained below.
 - (i) Where the absence of a teacher is known two or more working days in advance of the absence and the absence will exceed three consecutive working days, all cover provided from the first day of absence will be banked and will be retrievable as compensatory time-off.
 - (ii) In all other circumstances of absences, any cover provided by a teacher after the third day of absence will be banked and will be retrievable as compensatory time-off.
13. Categories of teachers exempt from these limits are supply teachers and full-time teachers who carry out timetabled duties for less than 75 per cent of the pupil week.
14. The amount of non-teaching time may include time for management duties. Such time should be counted as "*timetabled duties*".

Flexibility on Cover

15. It is acknowledged in the agreement that, "*it may be necessary on occasions to consider requesting teachers to provide additional cover beyond that defined in the Pay and Conditions Document*". Schools should always seek to use supply teachers to avoid the placing of additional burdens on existing staff. Further, any cover arrangements arising from such circumstances will need to be applied in ways which are fair and equitable to all the teachers in the school.

Banking Cover

16. The cover requested of teachers in excess of the limits as defined and explained in paragraphs 11 and 12 above of these guidelines will be recorded and banked over.
17. Cover provided by taking additional pupils into their own classes will be banked and retrievable as the whole time during which the additional pupils were admitted.
18. Cover provided through loss of non-contact time will be recorded, banked and retrievable as the whole time so used.

External Examinations

19. The agreement acknowledges that there may be some flexibility provided by staff released from teaching commitments, as a result of study/examination leave, being first call for examination invigilation and cover.
20. It is noted in the agreement, however, that much of the time released during study/examination leave is used to undertake planning and preparation essential for:
 - the introduction of new syllabuses and schemes of work by Examination Boards;
 - curriculum preparation and planning;
 - the implementation of changes of Examination Boards and the consequent revision of arrangements; and
21. Teachers are also on-call to give advice and guidance on revision, on examination techniques and strategies, to counsel candidates with concerns and to guide on course choices and career decisions.

Compensatory Time Off

22. The use of internal cover to provide compensatory time off would, the agreement stipulates, exacerbate workload problems.

23. Compensatory time off should be provided by:
- reducing the teaching timetable for the teachers concerned, when supply teachers are available; and
 - reducing the time they spend on other duties, including providing cover, supervision of examinations and management duties.
24. For all teachers, including those in the leadership group, the allocation of compensatory time off should not lead to the deferral of duties or activities to some other time or date. Where management duties, for example, cannot be withdrawn temporarily, it would be inappropriate for teachers to be requested to cover and then to face increased workload because their management responsibilities still had to be discharged.
25. Compensatory time-off should match fully the banked cover. It should normally be provided within four weeks of the cover exceeding the limits described in paragraph 11 of these guidelines. It is important that any delay in retrieval is acceptable to the teachers concerned.
26. The compensatory time should preferably be taken in blocks of the equivalent of a day or half-a-day. Where teachers accept retrieval in periods of less than half-a-day, they should preferably be timetabled at the end of the school day.
27. The compensatory time is referred to as "*time off*". Teachers are free to leave the school premises. Time-off must be timetabled so that teachers can make proper use of it.

Shortening the Pupil Day

28. The agreement stipulates that, "*where it is not possible to reallocate duties, alter the timetable or recruit supply teachers, changes to the length of the pupil day may be inevitable*".
29. Changes to the pupil day may apply to a whole school or to a class or classes or to particular groups. They should be subject to consultation with the LEA and used as a last resort.

Good Practice

30. The agreement encourages the use of "*good practices*" recommended by NEOST and the teachers' organisations. Local Education Authorities should consider as many means as may be available to improve the recruitment of supply teachers.
31. Such measures include:
- approaches to teachers who have recently left the service;
 - sharing available supply teachers with other schools;
 - limiting duties to those connected with the cover of essential tasks;
 - allocation of other duties to recognise the additional work for teachers when providing additional cover;
 - restricting expectation on marking of work set by supply teachers; and
 - standardising lesson plans for supply teachers to deliver.

