

Scottish Negotiating Committee for Teachers (SNCT)
Changes to Pay and Conditions

1. The three parties to the SNCT (the Scottish Government, COSLA and the Teachers Side) referred to below as the 'three parties' agree to abide by the conditions set out in Appendix 1 attached.
2. The three parties affirm their commitment to the independently chaired review of all aspects of the McCrone Agreement chaired by Professor McCormac.
3. The three parties agree that following the outcome of the review chaired by Professor McCormac they will have tri-partite discussions looking at issues relating to teacher employment with the intention that any agreed decisions will be in place by August 2012.
4. Member Councils shall undertake to protect the number of teacher posts as far as possible in order to secure:
 - places for all probationers who require a place under the induction scheme in August 2011;
 - sufficient teaching posts available for all probationers to apply for who achieve Standard for Full Registration in summer 2011 (i.e. successfully complete their probation); and
 - a reduction in the total number of unemployed teachers.
5. The three parties agree to regard these objectives as having been met if the number of FTE teachers in publicly funded posts in Scotland reported in the census taken in September 2011 is at least 51,131.
6. If the number of FTE teachers reported in the census falls below that number, then
 - the SNCT will agree changes to the measures listed in Appendix 1 affecting teacher terms and conditions that reduces the total value of the package by an amount equivalent to £40,000 for each FTE teacher below 51,131, including the possibility of reversion to the status quo ante, OR

- Where the parties to the SNCT agree that, based on census returns from individual councils, failure to achieve the figure of 51,131 FTE teachers is due to the actions of a small number of councils, SNCT may recommend to Scottish Government that, as an alternative, any sanction is applied to these Councils in a proportionate manner, having regard to the changes proposed in Appendix 1 in negotiations in the SNCT, provided that it is absolutely clear that these Councils' actions have materially contributed to the failure to comply. Where such a sanction is applied to individual councils, there would be no change to the national terms and conditions proposed in Appendix 1 of this agreement.

If either of these sanctions is applied, Scottish Government will not take any further action in response to failure to achieve the teacher employment objectives.

Appendix 1

This document sets out the terms of proposed changes to the pay and conditions of teachers and associated professionals. It consists of six specific elements, details of which are set out below. It also includes a proposal to increase the local government settlement.

1. Pay Agreement 2011-2013

There will be no pay award for teachers and associated professionals for the period from 1 April 2011 to 31 March 2013. The awarding of additional salary points for teaching service, as set out in the SNCT Handbook Part 2, Section 1, paragraphs 1.15 to 1.20, will not be affected by this agreement.

2. Conservation for Promoted Post Holders appointed before 1 April 2001

The conservation arrangements set out in the SNCT Handbook Part 2, Section 1, paragraph 1.63 shall be amended as follows:

From 1 April 2011, a promoted post holder currently in receipt of lifetime conservation shall receive a period of cash conservation (as defined in paragraph 1.62) until 31 March 2016 after which the conservation arrangements will cease to apply. This agreement applies to all promoted post holders for whom the previous terms of paragraph 1.63 applied.

From 1 April 2011 until 31 March 2013, a promoted post holder appointed to a post before 1 April 2001 and:

- (a) whose post is re-sized during that period and the salary is downgraded; or
- (b) who is transferred during that period, for reasons other than inefficiency or indiscipline, to another post, which has a lower salary;

shall receive a period of cash conservation (as defined in paragraph 1.62) until 31 March 2016 after which the conservation arrangements will cease to apply. This agreement applies to all promoted post holders for whom the previous terms of paragraph 1.63 applied.

From 1 April 2013, any promoted post holder appointed to a post before 1 April 2001 and;

- (a) whose post is re-sized from that date onwards and the salary is downgraded; or
- (b) who is transferred from that date onwards, for reasons other than inefficiency or indiscipline, to another post, which has a lower salary;

shall be entitled to a period of three years cash conservation.

In addition, the SNCT will provide advice to councils on mechanisms which may be utilised as means of minimising costs in relation to conservation. These will include the following:

- (i) permanent or temporary redeployment;
- (ii) where redeployment is not possible, direction from the employer that the employee carries out other duties that reflect, as far as is possible, the level of payment that they receive; and
- (iii) early retirement.

3. Annual Leave

From the leave year commencing 1 September 2011, the annual leave entitlement of teachers and music instructors, currently set out in the SNCT Handbook, Part 2, Section 5, paragraph 5.3, shall be 40 days per annum. The balance, up to the current entitlement, will be redefined as School Closure. In addition, the daily and hourly rates of pay, set out in the SNCT Handbook, Part 2, Section 1, paragraph 1.5 shall be amended and will be 1/235 and

1/1645 respectively. The rate of accrual of paid leave, as set out in the SNCT Handbook, Part 2, Section 5, paragraph 5.4 shall also be amended and will be 0.2051.

The working year of teachers and music instructors shall remain at 195 days.

From 1 September 2011, teachers and music instructors who return from maternity or adoption leave and who wish to take the balance of annual leave that has accrued during that leave, shall, in the first instance, be directed to take this leave during School Closure periods.

Further, employees who have accrued statutory leave during sickness absence shall, in the first instance, be directed to take any such leave which they have accrued and not taken during the sickness absence, during School Closure periods.

4. Chartered Teacher Scheme

The award of salary increments for teachers commencing modules on an accredited Chartered Teacher Programme, currently set out in the SNCT Handbook, Part 2, Section 1, paragraph 1.25, shall be suspended with immediate effect, with the following exception. Teachers who are already working towards completion of a module or modules, shall receive one salary increment on successful completion of the module or modules. However, until further notice is provided, no additional salary increments shall be awarded for any further modules of study which are completed.

The SNCT will take a decision on the awarding of additional increments for teachers undertaking an accredited Chartered Teacher programme by April 2012.

5. National Teacher Induction Scheme

From 1 August 2011, the amount of class contact time for teachers on the National Teacher Induction Scheme shall increase from 15.75 hours to 18.5 hours per week. The SNCT Handbook, Part 2, Section 3, paragraph 3.5 and Section 9, paragraph 9.10 will be amended accordingly.

6. Supply Teachers' Pay

6.1 Supply teaching

All periods of cover teaching for periods of 5 days or less will be defined as supply. Supply teaching is where teachers may be offered work on a short term temporary basis, generally with little notice, and usually on a day-to-day basis. In such instances there is no obligation on the council to provide work or on the teacher to accept the offer of work. Each separate period of engagement of less than 5 days will be treated as a separate contract.

The duties required of a supply teacher will be to teach assigned classes together with associated preparation and correction.

From August 2011, for periods of supply of 5 days or less, payment will be on point 1 of the Main Grade Scale and for a maximum of 25 hours (comprising a maximum of 22.5 hours class contact and 2.5 hours set aside for preparation and correction, pro-rated for those who work for less than a full week). In situations where the supply period exceeds the initial 5 days, then the teacher should be issued with a fixed term temporary contract. From the 6th day onwards payment, working hours and duties will be in accordance with the SNCT Handbook.

6.2 Fixed Term Appointments

Where it is known at the outset that the period of engagement is to be more than 5 days then the teacher should be issued with a fixed term contract as described in Appendix 2.8 paragraph 3.1 of the SNCT Handbook. Payment, working hours and duties will be in accordance with the SNCT Handbook.

The relevant provisions in the SNCT Handbook, Part 2, Sections 1.23 and 1.69, remain. The relevant provisions in the SNCT Handbook, Part 2, Sections 1 and 3 will be amended to reflect these changes.

7. Local Government Settlement

Scottish Government and COSLA propose that the local government settlement is increased by £15.31m above the level set out in the Local Government Finance Order, to be allocated as a redetermination following agreement with COSLA over the distribution methodology. That amount will be added to baseline provision for the purposes of the next Spending Review.