

Renfrewshire Joint Negotiating Committee for Teachers

To: Renfrewshire Joint Negotiating Committee for Teachers

On: 8 September 2015

**Report by
Acting Head of Service**

Amendment to JNC11

1. Background

- 1.1. In recent times, all local authorities, including Renfrewshire, have encountered difficulty in securing supply staff for absence cover. This has resulted in underspends in school absence cover.
- 1.2. JNC 11 “Absence Cover Arrangements for Teachers in Primary, Secondary and Special Schools” limits virement from school absence cover to 15% of the original budget.
- 1.3. Given the difficulties inability to secure supply causes at schools it seems reasonable to make consequential underspends available to schools.
- 1.4. To facilitate this, we propose to amend paragraph (g) of section F in the Appendix to JNC11. The current text and proposed amendment are appended to this report.

2. Recommendation

- 2.1. JNC is asked to agree to the amendment of paragraph (g) of section F in the Appendix to JNC11.

Current Text

The budgetary resource is intended to satisfy, within the terms of the agreement, each school's absence cover requirements. Prior to the end of the financial year schools will have the opportunity to make alternative use of unspent resources up to a limit of 15% of the budget originally allocated.

Through the consultation process schools will be able to exercise the following options:

- i. devote the resources to alternative uses such as the purchase of additional staff development or classroom supplies:
- ii. carry forward a surplus into the following financial period; or
- iii. some combination of i and ii above.

It should be noted that, as arrangements for virement will be made in advance of the end of the financial period, precise calculation will not be possible and schools over-estimating the resources available to them will be required to carry forward a deficit.

Proposed Text

The budgetary resource is intended to satisfy, within the terms of the agreement, each school's absence cover requirements. Prior to the end of the financial year schools will have the opportunity to make alternative use of unspent resources. Schools will be able to exercise the following options:

- i. devote the resources to alternative uses such as the purchase of additional staff development or classroom supplies:
- ii. carry forward a surplus into the following financial period; or
- iii. some combination of i and ii above.

As virement will be effected prior to the end of the financial year, any school over-estimating its available resources will be required to carry forward a deficit.



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April 2005

Dear Colleague

JNC/11
**ABSENCE COVER ARRANGEMENTS FOR TEACHERS IN PRIMARY, SECONDARY
AND SPECIAL SCHOOLS**

Renfrewshire Council Joint Negotiating Committee for Teaching staff (JNC) has approved an agreement on absence cover arrangements for teachers in primary, secondary and special schools. The agreement is attached as an appendix. This JNC circular replaces Standard Circular 50 which described the previous absence cover agreement.

Yours faithfully

John Rooney (Education and Leisure Services)
Ian McCrone (Teachers' Panel)

Joint Secretaries

Enc

JNC/11

ABSENCE COVER ARRANGEMENTS FOR TEACHERS IN PRIMARY, SECONDARY AND SPECIAL SCHOOLS

This paper outlines the terms of an agreement reached between Renfrewshire Council and the unions represented in the Renfrewshire Joint Negotiating Committee for Teachers (JNC).

1. EMPLOYMENT GUARANTEE

The council agrees to maintain its teaching staffing standards and to ensure that no teachers will be made compulsorily redundant during the period of the agreement.

2. ADDITIONAL RESOURCES

The council will continue to provide resources at the level established in 1993/94. (under review).

3. TRADE UNION MEETINGS

Two hours will be set aside for trade union meetings. Agreement on the duration and timing of individual meetings should be reached between head teachers and union representatives at school level at some time in the course of the five in-service days.

4. ABSENCE COVER

Altered absence cover arrangements for teachers will pertain during the currency of this agreement. The first of the following sub-sections sets out general guidelines whilst the subsequent ones relate to the position in relation to primary, secondary and special schools respectively.

A. General

Schools will not be bound by the terms of SJNC Circular SE48 (i.e. 3 day cover) but will be required to abide by the following guidelines:

- (a) School arrangements for the provision of cover should be determined by the head teacher following open and genuine consultation with all staff, including trade union representatives, as follows:
 - i there must be formal consultation involving all staff, allowing time for consideration of detailed proposals,
 - ii each school should have a written school policy document,
 - iii there must be regular dissemination of information in relation to the budget, reasons for absence and staff usage,

- iv each school must have an agreed monitoring procedure involving regular consultation with staff, including trade union representatives, and
 - v absence cover arrangements should be reviewed on a regular basis during the school session.
- (b) Through the consultation process schools should determine a normal maximum affordable level of absence due to factors such as in-service training. Any such level would require to reflect the extent of staffing above basic standards, fluctuations in workload throughout the year and the school's budgetary position.
 - (c) Contractual non-contact time should always be respected.
 - (d) Internal cover duties should be distributed on an equitable basis, having regard to the respective workloads of all staff.
 - (e) Promoted staff should receive the appropriate amount of management time as outlined in JNC7, "Minimum Allocation of Management Time to Promoted Staff in Primary and Secondary Schools"
 - (f) The timetabled commitments of staff who may not have prime responsibility for a class but who do have contractual duties in areas such as home-link and learning support should normally be respected.
 - (g) The regular timetabled class commitments of staff appointed on a flexibility basis should normally be respected.
 - (h) In primary schools the splitting of classes should be avoided and only resorted to in exceptional circumstances.
 - (i) Non-contact time and departmental/stage meetings should be scheduled in units of not less than 30 minutes (approximately) duration.
 - (j) In secondary schools the amount of cover to be provided internally should take account of fluctuations in workload in the school session.
 - (k) The use of retired teachers for supply cover is only acceptable where there are no other supply teachers available. Authorisation, in such circumstances, should be sought from education and leisure headquarters.

B. Primary Schools

1. Each school will be delegated a budget, proportionate to its complement of teaching staff, from which it will be expected to finance such provision of supply staff as might be felt necessary in respect of:
 - (a) periods of absence not referred to in section 2 below,
 - (b) internal re-arrangements of class commitments necessitated by staff development or similar causes.

- (c) supply staff should in the first instance be appointed from the authority's complement of permanent, centrally deployed teaching staff.

If no such staff are available, temporary teachers may be appointed. Where the appointed teacher is allocated to a school for short term absence cover purposes, **and that teacher is from the central pool**, the establishment will be subject to a central recharge at the current daily rate.

2. Resources will be retained centrally in order to provide:

- (a) cover from the first day of maternity leave:
- (b) cover from the first day of a period of foreseen long-term absence (i.e. absence indicated by medical certificate or similar document as likely to extend beyond the period stated in section 3 below);
- (c) cover for long-term absence, other than on account of maternity, in accordance with the terms of section 3 below:
- (d) cover for absence on account of trade union duties, falling within the scope of the authority's agreement with teachers' trade unions;
- (e) cover for jury duty after the third day of absence;
- (f) cover, considered necessary following discussion between the head teacher and the head of service for absence resulting from participation in the work of the Learning and Teaching Scotland, GTC or other similar national body;
- (g) cover, considered necessary following discussion between the head teacher and the head of service, for absence resulting from participation in the work of the authority, for example as a member of an appointments committee; and
- (h) cover in other circumstances where the head of service is satisfied that an undue burden might otherwise be placed upon the school.

3. For the purposes of clauses 2(b) and 2(c) above, cover shall be funded centrally on the following basis:

- (a) Arrangements for the provision of immediate cover may be made on an exceptional basis by head of service in respect of schools where all teaching staff are full-time class committed;
- (b) Long-term absence cover will be funded centrally from the day following the day shown in column 2 (i.e. maximum length of short-term absence) below:

FTE TEACHING
COMPLEMENT

MAXIMUM LENGTH OF
SHORT-TERM ABSENCE

1 – 4.9	4
5 – 5.9	5
6 – 6.9	6
7 – 7.9	7
8 – 8.9	8
9 +	9

C. Secondary

1. Each school will be delegated a budget, proportionate to its complement of teaching staff, from which it will be expected to finance such provision of supply staff as might be felt necessary in respect of:
 - (a) periods of absence not referred to in section 2 below and not exceeding 20 consecutive working days;
 - (b) facilitating internal re-arrangements of timetabled commitments necessitated by staff development, internally determined examination arrangements or similar causes.
 - (c) Supply staff should in the first instance be appointed from the authority's complement of permanent, centrally deployed teaching staff. If no such staff are available, temporary teachers may be appointed. Where the appointed teacher is allocated to a school for short term absence cover purposes, **and that teacher is from the central pool**, the establishment will be subject to a central recharge at the current daily rate.

2. Resources will be retained centrally in order to provide:
 - (a) cover from the first day of maternity leave;
 - (b) cover from the first day of a period of foreseen long-term absence (i.e. absence indicated by medical certificate or similar document as likely to extend beyond 20 days);
 - (c) cover for long-term absence from the 21st day of any single absence;
 - (d) cover for absence on account of trade union duties falling within the scope of the authority's agreement with teachers' trade unions;
 - (e) cover for jury duty after the third day of absence;
 - (f) cover, considered necessary following discussion between the head teacher and the head of service for absence resulting from participation in the work of the SQA, Learning and Teaching Scotland, GTC or other similar national body;
 - (g) cover, considered necessary following discussion between the head teacher and the head of service for absence resulting from participation in the work of the authority, for example, as a member of an appointments committee; and

- (h) cover in other circumstances where the head of service is satisfied that an undue burden might otherwise be placed upon the school.

D. Special Schools

The arrangements indicated above in relation to primary schools will apply also to special schools.

E. Collaboration

It will be open to groups of schools to manage their absence cover budgets on a collaborative basis. Collaboration will be subject to the consultation arrangements already identified under 4A and the requirement to appoint permanent centrally employed staff in the first instance where available.

F. Resources and Virement

- (a) On behalf of the authority, it is the responsibility of the head teacher, following consultation with staff, to manage the absence cover budget as efficiently as possible. It is recognised, however, that there may be instances where, as a result of abnormal levels of staff absence, additional resources may require to be provided. Such additional allocations will, however, be made only following thorough investigation by the director of education and leisure.
- (b) The arrangements outlined in this section apply to all schools.
- (c) Schools will be reimbursed for any outlay on absence cover which, in terms of the agreement, should have been the subject of central provision.
- (d) Where education and leisure headquarters is liable to provide cover in relation to any absence it will continue to have responsibility for the funding of any replacement cover.
- (e) The budgetary resources available to each school will be calculated in proportion to its teaching complement which, for the purposes of this agreement, shall be taken to include its basic staffing allocation, any additional staffing provided in relation to areas of deprivation and additional staffing provided from the flexibility budget. Schools will receive a financial allocation equivalent to a number of days of cover per teacher as indicated below:

Primary	4.5 days
Secondary	3.5 days
Special	4.5 days (unless designated as a secondary school)

It should be noted that these allocations do not include the resources made available separately for staff development.

- (f) This financial allocation will cover the full financial year.

- (g) The budgetary resource is intended to satisfy, within the terms of the agreement, each school's absence cover requirements. Prior to the end of the financial year schools will have the opportunity to make alternative use of unspent resources up to a limit of 15% of the budget originally allocated.

Through the consultation process schools will be able to exercise the following options:

- i devote the resources to alternative uses such as the purchase of additional staff development or classroom supplies:
- ii carry forward a surplus into the following financial period; or
- iii some combination of I and ii above.

It should be noted that, as arrangements for virement will be made in advance of the end of the financial period, precise calculation will not be possible and schools over-estimating the resources available to them will be required to carry forward a deficit.

5. **MONITORING**

The effects of the agreed arrangements will be monitored on a joint basis through the Joint Negotiating Committee.

6. **DURATION OF AGREEMENT**

The agreement will last in the first instance for the financial year 2005/06 and will be reviewed towards the end of that period.

Education and Leisure
JR/LG
29/3/05