

# SNCT HANDBOOK

## PART 2      The National Scheme of Salaries and Conditions of Service for Teachers and Associated Professionals



## **PART 2**

### **1. PAY**

#### **General**

- 1.1 The salary scales and salary spines set out in Appendix 2.1 will be subject to change by decision of the Scottish Negotiating Committee for Teachers (SNCT). Each annual rate of salary and allowance shall be increased or reduced to the nearest multiple of £3.
- 1.2 The method and frequency of payment of salaries shall be determined by the council following consultation in the Local Negotiating Committee for Teachers (LNCT). All permanent employees should be paid their annual salary in equal instalments. Temporary employees should, where practicable, also be paid in equal instalments.
- 1.3 The annual salary of part time and job share employees should be *pro rata* to the salary of the full-time equivalent.

#### **Teachers and Music Instructors**

- 1.4 The salary year for teachers and music instructors shall run from 1 August in any year until 31 July of the following year.
- 1.5 The daily rate of pay for all teachers and music instructors will be  $1/261^{(1)}$  of the annual rate of salary. The hourly rate of pay will be calculated on the basis of  $1/1827^{(2)}$  of the annual rate of salary.
- 1.6 Temporary teachers will normally be employed for a complete working day session and will be paid the daily rate for each day as defined in paragraph 1.5 above.
- 1.7 Where a teacher is employed for less than a complete working day, the teacher will not be employed for more than one discrete block of time in any day. Teachers employed for a period of less than a complete working day shall be paid an hourly rate calculated as above. Other than in exceptional circumstances, they shall be obliged, on a *pro rata* basis, to undertake and be paid for all of the contractual commitments required of teachers as set out in Section 2 (Main Duties) and Section 3 (Working Year and Working Week).

Footnotes: (1) 261 days = 365 days minus 104 weekend days.

(2)  $1/1827 = 261 \text{ days} \times 7 \text{ hours}$ .

## **Payment and Placement of Teachers on the Main Grade Scale**

- 1.8 For salary purposes teachers, other than those in promoted posts or who have an entitlement to a conserved salary or who are on the Chartered Teacher Spine, should be placed on the Main Grade Scale. This is set out in Appendix 2.1. Placement on the Scale is determined by paragraphs 1.9 to 1.23 below.

### ***Entering Teaching in Scotland for the First Time***

- 1.9 Teachers during their probationary period should be placed on Point 0 of the Main Grade Scale. Following full registration with the General Teaching Council for Scotland (GTCS) teachers should be moved on to Point 1 of the Main Grade Scale or to a higher point if additional salary points are awarded in accordance with paragraphs 1.16 to 1.23. Teachers who complete the probationary period at the end of the school session and achieve full registration should be moved, as prescribed above, from the first day of employment following 1 August. Teachers who, for whatever reason, complete their probationary period during a school session and obtain full registration should be moved, as prescribed above, from the first day of employment following full registration.
- 1.10 All other teachers who are registered with the GTCS should be placed at Point 1 of the Main Grade Scale or at a higher point where additional salary points are awarded in accordance with paragraphs 1.16 to 1.23.

### ***Returning To Teaching***

- 1.11 A teacher returning to teaching but still undertaking his/her probationary period is covered by the terms of paragraph 1.9 above.
- 1.12 All other teachers registered with GTCS returning to teaching should be placed on the same salary point on the current Main Grade Scale as he/she occupied immediately prior to leaving employment as a teacher, with the addition of salary points awarded for the period of absence from teaching (in accordance with paragraphs 1.16 to 1.23 below).
- 1.13 A teacher returning to teaching who was not previously on the current Main Grade Scale should be placed at Point 1 or at a higher point (in accordance with paragraphs 1.16 to 1.23).

**Record of Service**

- 1.14 A council will normally accept as accurate the record of the service of a teacher, and the calculation made to place the teacher on the Scale, which is provided by the council with whom the teacher was last employed.

**Awarding Additional Salary Points for Teaching Service**

- 1.15 A week of teaching service comprises any week in which a teacher is employed, as a teacher, by a council regardless of the number of hours worked. This includes periods of annual leave, public holidays, sickness absence, maternity leave or other special leave but excludes probationary service.
- 1.16 No period which falls within the salary year in which the teacher is currently employed shall be taken into account in determining the point on the Main Grade Scale. The salary year runs from 1 August in any year until 31 July of the following year (as described in paragraph 1.4 above).
- 1.17 A qualifying period of teaching service comprises 26 weeks or more of teaching service obtained within a salary year. A salary point should be awarded for each qualifying period of teaching service.

A salary year in which less than 26 weeks of teaching service has been obtained is described as a partial salary year. Where a teacher's record of service contains more than one partial salary year, the teaching service from the first partial salary year will be added to teaching service from the following such year(s), whether consecutive or not, until it equals or exceeds 26 weeks. Where this total is achieved, a salary point will be awarded.

This process will be repeated, as necessary, for any remaining salary years in the teacher's record of service. It is, however, subject to the condition that teaching service cannot be carried forward beyond the salary year in which service has contributed to a salary point being awarded.

- 1.18 The Main Grade Scale came into effect on 1 August 2003.

- 1.19 Teaching service includes:

1.19.1 Employment as a teacher:

- (a) in or in connection with a council educational establishment in Scotland or elsewhere in the

- European Union; or an educational institution which is grant-aided, grant-maintained, self-governing or recognised by a Government department in Scotland or elsewhere in the European Union; or
- (b) by a council, elsewhere than in educational establishments, under an arrangement made under Section 14 of the Education (Scotland) Act 1980.
- 1.19.2 Employment as a lecturer in a college of further education, university or university college in Scotland or elsewhere in the European Union.
- 1.19.3 Employment by a council as a director, depute director or assistant director of education, education officer or other similar post, educational psychologist, quality improvement manager, quality improvement officer, education support officer or a registered teacher in an administrative post which relates wholly or mainly to education.
- 1.19.4 Absence from teaching employment during which time a teacher remained in the employment of a council or school and, with the consent of the employer, attended a course of teacher training.
- 1.19.5 Employment, as a teacher or teaching assistant, under an official scheme of interchange or exchange with another country.
- 1.19.6 Other teaching employment which the council is satisfied should be accepted in whole or in part.
- 1.20 In situations where there is a gap of 10 years or more between leaving and returning to teaching service, previous service will be taken into account at the employer's discretion.

***Awarding Additional Salary Points for Relevant Experience***

- 1.21 Recognised non-teaching experience includes periods of employment and of voluntary or other non-paid activities such as:
- 1.21.1 experience which is relevant to the subject being taught – for example, an industrial chemist teaching chemistry; and

- 1.21.2 more general 'life skills' which have a bearing on the depth or quality of teaching being offered – for example, where someone has previously been involved in aspects of children's care or in education and training, whether in the workplace or in educational establishments.
- 1.22 For recognised non-teaching experience, the following additional salary points should be awarded:
- Recognised experience of up to 5 years = 1 point.
- Recognised experience of over 5 and up to 10 years = 2 points.
- Recognised experience of over 10 and up to 15 years = 3 points.
- Recognised experience of over 15 years = 4 points.
- 1.23 A council may increase the salary of a teacher if, in the particular circumstances of the post, it considers the salary to be inadequate. Such placement will not necessarily be accepted as applicable in respect of future employment with another council. This provision shall not be applied to effect a general increase in the salaries of a particular category of post. (See also Paragraph 1.69).

### **Chartered Teachers**

- 1.24 The salary spine for chartered teachers is set out in Appendix 2.1.
- 1.25 Teachers undertaking an accredited Chartered Teacher Programme will receive one salary increment on the Chartered Teacher Spine for every two modules successfully completed. On notification from the GTCS that a teacher has completed the 2<sup>nd</sup>, 4<sup>th</sup>, 6<sup>th</sup>, 8<sup>th</sup>, 10<sup>th</sup> or 12<sup>th</sup> module of the Chartered Teacher Programme, the employing council shall apply additional increment(s), with effect from the first day of the month following the date shown on the GTCS certificate.

### **The Position of Teachers formerly Assistant Principal and Senior Teachers**

- 1.26 Teachers who were formerly Assistant Principal and Senior Teachers were assimilated to Point 3 of the Chartered Teacher Spine. The following provisions apply:
- 1.26.1 Those teachers who go on to undertake the Chartered Teacher Programme will remain on Point 3 until the completion of the 8<sup>th</sup> Chartered Teacher Module, following which salary progression will be as specified in paragraph 1.25 above.
  - 1.26.2 Those teachers who don't go on to undertake the Chartered Teacher Programme will remain, for salary purposes, on Point 3 of the Chartered Teacher Spine.
  - 1.26.3 1.26.1 and 1.26.2 above also apply in circumstances where a teacher moves for any reason to a teacher post in another school, whether in the same council or another council.

### **Principal Teachers, Depute Headteachers and Headteachers**

- 1.27 The salary spines for principal teachers, depute headteachers and headteachers can be found in Appendix 2.1.
- 1.28 For salary purposes, promoted postholders are placed on the appropriate point on the appropriate salary spine as determined by the job sizing process. The job sizing process is set out in Appendix 2.2.
- 1.29 Councils will supply promoted postholders with information about their scores in each section of the Job Sizing Toolkit, a total score and a salary based on total score. Where applicable, promoted postholders will also be advised of their conserved salaries.
- 1.30 Job sizing co-ordinators should be selected from a pool nominated by both the council and the teacher trade unions on behalf of the LNCT
- 1.31 Review of promoted posts is subject to the conditions and criteria as set out in Appendix 2.3.
- 1.32 A review can be initiated either by the postholder or the council.

## **Music Instructors**

- 1.33 Music instructors should be paid according to the Music Instructor Scale (set out in Appendix 2.1). Placement on the scale is determined by paragraphs 1.34 to 1.42 below.

### ***Entering Music Instruction within a Council for the First Time***

- 1.34 Music instructors, on entering the profession, should be placed on Point 1 of the Music Instructor Scale or at a higher point where additional salary points are awarded in accordance with paragraphs 1.38 to 1.42 below.

### ***Returning to Employment as a Music Instructor within a Council***

- 1.35 A music instructor returning to employment should be placed on the same point of the Music Instructor Scale as he/she occupied immediately prior to leaving, with the addition of salary points awarded for the period of absence (in accordance with paragraphs 1.38 to 1.42 below).
- 1.36 A music instructor returning to employment as an instructor, who had not been placed previously on the current Music Instructor Scale, should be placed at Point 1 or higher, in accordance with paragraphs 1.38 to 1.42 below.
- 1.37 A council will normally accept as accurate the record of service of the music instructor, and the calculation made to place the music instructor on the Music Instructor Scale, by the council with whom the music instructor was last employed.

### ***Awarding Additional Points for Service as a Music Instructor***

- 1.38 A week of service comprises any week in which a music instructor is employed by a council. This including periods of annual leave, public holidays, sickness absence, maternity leave or other special leave, regardless of the number of hours worked.
- 1.39 No period which falls within the salary year in which the music instructor is currently employed shall be taken into account in determining the point on the scale. The salary year runs from 1 August in any year until 31 July of the following year.
- 1.40 A qualifying period of service comprises 26 weeks or more of service obtained within a salary year. A salary point should be awarded for each qualifying period of service. A salary year in

which less than 26 weeks of service has been obtained is described as a partial salary year.

Where a record of service contains more than one partial salary year, the service from the first partial salary year will be added to service from the following such year(s), whether consecutive or not, until the total first equals or exceeds 26 weeks. Where this total is achieved a salary point will be awarded.

This process will be repeated as necessary for any remaining salary years in the music instructor's record of service. It is, however, subject to the condition that service cannot be carried forward beyond the salary year in which service has contributed to a salary point being awarded.

**1.41 Service as a music instructor includes:**

1.41.1 Employment as a music instructor in or in connection with a council educational establishment in Scotland or elsewhere in the European Union; or an educational institution which is grant aided, grant maintained, self-governing or recognised by a government department in Scotland or elsewhere in the European Union.

1.41.2 Absence from employment as a music instructor during which time the employee remained in the employment of a council or school and, with the consent of the employer, attended a course relevant to such employment.

1.41.3 Other employment which the council is satisfied should be accepted in whole or in part.

1.42 In situations where there is a gap of 10 years or more between leaving and returning to service, it will be at the employer's discretion whether previous service is taken into account.

**Incremental Progression for Teachers on the Main Grade Scale and Music Instructors**

1.43 All teachers on the Main Grade Scale and music instructors are entitled to a salary increment at 1 August, provided they have 26 weeks of qualifying service (as defined in paragraph 1.57 below) in the previous year of salary.

**Educational Psychologists, Senior Educational Psychologists, Depute Principal Educational Psychologists and Principal Educational Psychologists**

- 1.44 The salary scale, salary point and salary spine for educational psychologists, senior educational psychologists, depute principal educational psychologists and educational principal psychologists, respectively, are set out in Appendix 2.1.
- 1.45 For salary purposes all educational psychologists should be placed on the Educational Psychologist Scale. Educational psychologists who have not achieved chartered status should be placed on Point 0 (the Inductee point). On achievement of chartered status, an educational psychologist should be moved to Point 1 of the Scale and should receive backdated payment, for the difference in salary between Point 0 and Point 1, to the date on which he/she assumes the full range of duties for the post.
- 1.46 Salary placement of chartered educational psychologists will normally recognise previous service as an educational psychologist within councils.
- 1.47 At 1 August of each year educational psychologists on the Scale, except for those on Point 0, should be progressed one point on the Scale provided they have 26 weeks of qualifying service (as defined in paragraph 1.57 below) in the previous year of salary.
- 1.48 For salary purposes, senior educational psychologists should be placed on the Senior Educational Psychologist Point (set out in Appendix 2.1).
- 1.49 Depute principals and principals should be placed on the Depute Principals and Principals Spine, as set out in Appendix 2.1. Placement is determined by the job size score for the management post. The process and criteria for job sizing should be applied as set out in Appendix 2.4.

**Education Support Officers, Quality Improvement Officers and Quality Improvement Managers**

- 1.50 For salary purposes, education support officers should be placed on the Education Support Officer Scale as set out at Appendix 2.1.

- 1.51 Initial placement of education support officers will normally be at Point 1 of the Scale, unless a higher point is considered appropriate due to recognised experience.
- 1.52 At 1 August of each year all education support officers will be progressed one point on the Scale provided they have 26 weeks of qualifying service (as defined in paragraph 1.57 below) in the previous salary year.
- 1.53 For salary purposes, quality improvement officers should be placed on the Quality Improvement Officer Scale which is set out in Appendix 2.1.
- 1.54 Initial placement of quality improvement officers will normally be at Point 1 of the Scale unless a higher point is considered appropriate due to recognised experience.
- 1.55 At 1 August of each year all quality improvement officers will be progressed one point on the Scale, provided they have 26 weeks of qualifying service (as defined in paragraph 1.57 below) in the previous salary year.
- 1.56 For salary purposes, quality improvement managers should be paid on the Quality Improvement Manager Point as set out at Appendix 2.1.

### **Qualifying Service**

- 1.57 A week's qualifying service comprises any week of employment by a council. This includes periods of annual leave, public holidays, sickness absence, maternity leave or other special leave, regardless of the number of hours worked.

### **Acting Appointments**

- 1.58 Where a teacher is appointed on a temporary basis to carry out the duties of a promoted postholder in a school, education establishment or education team, pending a permanent appointment to the promoted post or in place of a teacher who is temporarily absent, the council shall increase the teacher's salary to the salary for the post.

If the teacher is already employed in that school, education establishment or education team there is no additional salary entitlement until she/he has been in the acting post for 20 days. The 20 days do not have to be consecutive. Once the teacher has been employed for 20 working days, payment is made for those 20 days and every subsequent day employed in the post.

- 1.59 If the teacher is again employed in an acting capacity in the same post, and six months has elapsed since the teacher left the post, the 20 working day requirement will apply once more.

### **Conservation**

1.60 ***Conservation for Promoted Post Holders in Post appointed on or after 1 April 2001***

A promoted post holder appointed on or after 1 April 2001 and;

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

shall receive a three year period of cash conservation (as defined in paragraph 1.62 below).

1.61 ***Conservation for Promoted Post Holders with Temporary Appointments***

Where a teacher has occupied a promoted post, on a temporary basis, for two or more consecutive school years and that temporary appointment ceases, then the teacher shall receive a three-year period of cash conservation (as defined in paragraph 1.62 below).

1.62 ***Application of Cash Conservation***

The application of cash conservation will commence at the date at which the downgrading of the salary for the post, transfer or cessation of temporary appointment takes effect. During the three-year period of cash conservation, the post holder will continue to receive his/her previous salary but will not receive any increase resulting from pay awards (other than in the circumstances outlined in 1.64 below). At the end of the three-year period the cash conservation will end and the post holder will then receive the normal salary for the post she/he now holds.

1.63 ***Conservation for Promoted Post Holders appointed before 1 April 2001***

A promoted post holder appointed to a post before 1 April 2001 and;

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

shall continue to receive her/his previous salary and will continue to receive any increase resulting from pay awards.

### **Conservation – General Provisions**

- 1.64 During any period of conservation, when the normal salary for the post occupied exceeds the conserved salary being paid (for example, through the application of pay awards), the post holder will receive the normal salary for the post with effect from that date.
- 1.65 Conservation of salary will cease following voluntary application for, and appointment to, a new post.
- 1.66 There shall be no entitlement to conservation of salary where;
- (a) a teacher is transferred and ceases to be entitled to receive a remote school/distant island allowance payable (in terms of paragraph 1.67 below) or suffers a reduction in the amount of such an allowance; or
  - (b) a teacher refuses unreasonably, on two occasions, to accept an alternative equivalent, or better, post.

### **Remote Schools, Distant Islands and Residential Special Schools**

- 1.67 The method of determination, and the application of the allowances payable, to teachers working in Remote Schools, Distant Islands and Residential Special Schools are provided at Appendix 2.5. The current allowance rates are at Appendix 2.5 Annex A.

### **Special Circumstances**

- 1.68 Where a teacher is appointed to a promoted post with a view to preparing for the opening of a new school/the expansion of an existing school, or where a teacher already serving in the school is required to make the preparations and is to continue to serve in the post after the opening of the school/while the expansion is taking place, the salary of the teacher may be increased by such amount as the council consider appropriate.

- 1.69 A council may increase the salary of an employee if, in the particular circumstances of the post, it considers the salary to be inadequate. This provision shall not be applied to effect a general increase in the salaries of a particular category of post.
- 1.70 Where a teacher has been appointed to a post not described in Section 2 (Main Duties) of this Scheme but the duties of the post are considered by the council to be similar to the duties of a post described in the Scheme, the provisions in this Section shall apply.
- 1.71 A teacher or associated professional leaving the service of a council without having given notice of termination of contract (in terms of the contract of service), shall be paid salary up to and including the last day on which the teacher is available for duty.

#### **Death in Service**

- 1.72 For teachers and associated professionals, salary shall be paid up to and including the date of death.



## **PART 2**

### **2. MAIN DUTIES**

- 2.1 The duties of staff covered by the SNCT are outlined in this section. This list is not intended to be prescriptive but should act as guidance for the development of specific duties and job remits. LNCTs are required to reach agreement on these.

#### **Teachers/Chartered Teachers**

- 2.2 Subject to the policies of the school and the council, the duties of teachers are to perform such tasks\* as the headteacher shall direct. These should give reasonable regard to overall teacher workload associated with:

- (a) teaching assigned classes together with associated preparation and correction;
- (b) developing the school curriculum;
- (c) assessing, recording and reporting on the work of pupils;
- (d) preparing pupils for examinations and assisting with their administration;
- (e) providing advice and guidance to pupils on issues related to their education;
- (f) promoting and safeguarding the health, welfare and safety of pupils;
- (g) working in partnership with parents, support staff and other professionals;
- (h) undertaking appropriate and agreed continuing professional development;
- (i) participating in issues related to school planning, raising achievement and individual review; and
- (j) contributing towards good order and the wider needs of the school.

*\* Such tasks should not routinely include those outlined in Appendix 2.6.*

## **Principal Teachers**

- 2.3 Subject to the policies of the school and the council, the duties of principal teachers are to perform such tasks as the headteacher shall direct. These should give reasonable regard to overall teacher workload related to:
- (a) responsibility for the leadership, good management and strategic direction of colleagues;
  - (b) curriculum development and quality assurance;
  - (c) contributing to the development of school policy in relation to the behaviour management of pupils;
  - (d) the management and guidance of colleagues;
  - (e) reviewing the CPD needs, career development and performance of colleagues;
  - (f) the provision of advice, support and guidance to colleagues;
  - (g) responsibility for the leadership, good management and strategic direction of pastoral care within the school;
  - (h) assisting in the management, deployment and development of pastoral care staff;
  - (i) implementation of whole school policies dealing with guidance issues, pastoral care, assessment and pupil welfare; and
  - (j) working in partnership with colleagues, parents, other specialist agencies and staff in other schools as appropriate.

## **Depute Headteachers**

- 2.4 The role of a depute headteacher is to assist and, where necessary, to deputise for the headteacher in the conduct of the schools affairs.

## **Headteachers**

- 2.5 The role of the headteacher is, within the resources available, to conduct the affairs of the school to the benefit of the pupils and the community it serves, through pursuing objectives and implementing policies set by the council under the overall direction of the Director of Education. The headteacher shall be

accountable to the council for the following list of duties, and for such other duties as can reasonably be attached to the post:

- (a) responsibility for the leadership, good management and strategic direction of the school;
- (b) responsibility for school policy regarding behaviour management of pupils;
- (c) the management of all staff, and the provision of professional advice and guidance to colleagues;
- (d) the management and development of the school curriculum;
- (e) to act as adviser to the Parent Council and to participate in the selection and appointment of the staff of the school;
- (f) to promote the continuing professional development of all staff and to ensure that all staff have an annual review of their development needs;
- (g) working in partnership with parents, other professionals, agencies and schools; and
- (h) to manage the health and safety of all within the school premises.

### **Depute Headteachers and Headteachers**

2.6 Where a class teaching commitment is included in the remit of a headteacher or depute headteacher, its extent will be determined by the council on the basis of an assessment of the management content of the post.

### **Music Instructors**

2.7 The duties of music instructors are:

- a) provision of music instruction on an individual/group basis;
- b) preparation of pupils for performance and examination;
- c) preparation of lessons, reports and records;
- d) instrument maintenance; and
- e) transposition and orchestration.

## **Educational Psychologists**

2.8 The core functions of an educational psychologist are consultation, assessment, intervention training and research. Educational psychologists are required to carry out the duties of the post as directed by the principal educational psychologist, or nominated officer of the council and should work within the aims and the guidance provided by the British Psychological Society (BPS). An educational psychologist will remain on the Inductee salary point until he/she obtains chartered status with the BPS (as detailed in Section 1.45) which is a prerequisite for all appointments to promoted posts.

The duties of an educational psychologist are:

- (a) assessing and reporting on the psychological and educational needs for children, young people and young adults up to 25 years of age (the client group) and providing advice to teachers and parents;
- (b) undertaking work with the client group;
- (c) providing professional advice in relation to the council's policies;
- (d) advising the council, within the context of legislation, on the assessment of the individual needs of the client group;
- (e) working with other staff within the council;
- (f) working with appropriate agencies;
- (g) conducting or participating in research and development work;
- (h) preparing reports and maintaining documentation;
- (i) contributing to the professional development of educational psychologists in training and other colleagues in the council; and
- (j) undertaking appropriate and agreed continuing professional development.

## **Senior Educational Psychologists**

2.9 In addition to performing the duties of an educational psychologist, senior educational psychologists have

responsibility for one or more areas of expertise deemed appropriate by the council.

### **Depute Principal Educational Psychologists**

- 2.10 The role of a depute principal educational psychologist is to assist the principal educational psychologist to discharge the duties of his/her post and to deputise in his/her absence.

### **Principal Educational Psychologists**

- 2.11 The principal educational psychologist is responsible for the overall strategic direction, management and quality assurance of the Service.
- 2.12 In managing the Service, the principal educational psychologist will carry out such duties of the post as the council may require for the implementation of its statutory duties.
- 2.13 The principal educational psychologist will:
- (a) direct the Psychological Service and formulate, implement, monitor and evaluate its aims and objectives;
  - (b) supervise and direct the core functions of the Service and ensure compliance with statutory obligations;
  - (c) work with other staff within the council and with and appropriate establishments and agencies;
  - (d) participate in the selection and appointment of staff to the Service;
  - (e) manage and deploy the staff of the Service;
  - (f) promote the professional development of staff, provide advice and programmes of training tailored to the individual needs of staff and operate structures which permit participation by all members of staff in the development of the Service;
  - (g) ensure that appropriate arrangements are made for the management of finances of the Service within the agreed budgetary limits; and
  - (h) manage the health and safety of all Service staff.

### **Education Support Officers**

2.14 A broad definition of the type of work to be done by an education support officer is shown below. Job titles of such staff will likely vary but may include staff development officer, curriculum development officer and staff tutor.

2.15 Education support officers will:

- (a) work in co-operation with quality improvement officers, and others in the education service, to raise standards in schools;
- (b) provide a lead role in an area of expertise, including current curricular content and methodology;
- (c) keep abreast of local and national developments in content and methodology related to their area of expertise;
- (d) contribute to cross-curricular initiatives and multi-disciplinary courses in schools within their council;
- (e) co-ordinate the production of teaching materials and identify subject related resource needs of schools;
- (f) be involved in the initiation, organisation and evaluation of staff development opportunities and ensure that these meet the needs of staff through direct personal contact with schools;
- (g) liaise with external agencies as approved by the Director of Education and within council guidelines;
- (h) advise on and, as required, participate in, the recruitment and deployment of staff; and
- (i) advise on the provision of supplies, and the design and furnishing of accommodation for schools.

### **Quality Improvement Officers**

2.16 The role of the quality improvement officer is central to raising standards in line with National Priorities, thus enabling councils to satisfy Her Majesty's Inspectorate of Education (HMIE) criteria on performance monitoring and continuous improvement. Quality improvement officers will also play a key role in Follow Through Inspections of schools in co-operation with HMIE.

2.17 Set out below is a broad definition of the type of work to be done by staff in carrying out the role of a quality improvement officer in the education service.

2.18 Quality improvement officers will:

- (a) be familiar with all aspects of council education policy and be seen as a representative of their Director of Education when visiting schools or when involved with outside agencies;
- (b) analyse and use performance information to challenge schools to improve;
- (c) collate a range of performance information about schools in the council area and use this information in a systematic way with school management and directorate;
- (d) devise and promote strategies to address areas where performance should be improved, monitor such strategies and write reports on progress made;
- (e) be knowledgeable about local and national priorities and help to ensure that these are being taken forward appropriately by schools;
- (f) identify good, effective practice, including classroom practice;
- (g) identify and promote staff development opportunities within the improvement agenda;
- (h) advise on and, as required, participate in the appointment of senior promoted posts in schools;
- (i) draw on their knowledge of schools to support and inform strategic planning and policy development;
- (j) support and monitor the key processes associated with school development planning in schools; and
- (k) apply procedures associated with HMIE inspection of schools, including those associated with Follow Through Reports.

### **Quality Improvement Managers**

- 2.19 A quality improvement manager is a quality improvement officer who manages other quality improvement officers/education support officers.

## **PART 2**

### **3. WORKING YEAR AND WORKING WEEK**

#### **Teachers**

- 3.1 The provisions in paragraphs 3.2 to 3.10 below apply to all teachers including those on part-time contracts on a *pro rata* basis and those on temporary contracts. Reference should be made to the Code of Practice on the Use of Temporary Contracts (see Appendix 2.8).
- 3.2 The working year for teachers shall consist of 195 days of which 190 days will coincide with the school year for pupils with the remaining five days being worked by the individual teachers on duties as planned by the council.
- 3.3 All teachers shall have a 35 hour working week. The working week shall apply on a *pro rata* basis to teachers on part-time contracts.
- 3.4 Within the 35-hour week, a maximum of 22.5 hours will be devoted to class contact except for those teachers on the National Teacher Induction Scheme. Other teachers who are undertaking probation outwith the National Induction Scheme will be treated as teachers, in relation to this Section.
- 3.5 For teachers on the National Teacher Induction Scheme, within the 35-hour week a maximum of 15.75 hours will be devoted to class contact. The specific contractual arrangements for teachers on the National Teacher Induction Scheme can be found in Section 9 (Other Provisions), paragraphs 9.7 to 9.12.
- 3.6 An allowance of no less than one third of the teacher's actual class contact commitment is provided for preparation and correction. The use of remaining time will be subject to agreement at school level within LNCT guidelines, based on the Code of Practice on Working Time Arrangements (see Appendix 2.7). The *pro rata* arrangements for teachers on part-time contracts, relating to remaining time, shall occur on days when the teacher is employed. The exception to this rule is parents' meetings when the part-time teacher will comply, on a *pro rata* basis, with the arrangements agreed for the establishment.
- 3.7 All tasks which do not require the teacher to be on the school premises can be carried out at a time and place of the teacher's choosing: teachers will notify the appropriate manager of their intention in this respect.

- 3.8 In addition to the provisions of paragraph 3.3 above, all teachers have a contractual requirement to complete a maximum of 35 hours of Continuing Professional Development (CPD) per annum. Teachers on part-time contracts will complete CPD per annum on a *pro rata* basis, in accordance with the *pro rata* contractual arrangements that apply to the working week. Further details on CPD are provided in Section 9 (Other Provisions).
- 3.9 Travelling time between schools during the school day shall be regarded as pupil contact time except during the midday break when the teacher shall have a personal break of not less than 40 minutes.
- 3.10 The contractual commitments required of teachers, as set out in Section 2 (Main Duties), will take place at a suitable time on a day on which the teacher is employed.

### **Music Instructors**

- 3.11 The provisions in paragraphs 3.12 to 3.17 below apply to all music instructors, including those on part-time contracts on a *pro rata* basis and those on temporary contracts.
- 3.12 The working year for instructors shall consist of 195 days of which 190 days will coincide with the school year for pupils. The remaining five days will be used for locally directed in-service training.
- 3.13 The working week for instructors shall be 35 hours per week. A maximum of 27.5 hours in any one week will be devoted to pupil contact and a minimum of 2.5 hours per week will be available for preparation, instrument maintenance, transposition and orchestration.
- 3.14 The remaining five hours during the week shall comprise an appropriate and agreed balance of the following activities at school/council level:
- (a) preparation of lessons;
  - (b) preparation of reports/records etc;
  - (c) forward planning;
  - (d) parental liaison (by appointment);
  - (e) staff meetings;

- (f) school/pupil performances;
- (g) rehearsing musical ensembles;
- (h) instrument provision and maintenance;
- (i) professional review and development; and
- (j) Continuing Professional Development.

- 3.15 All music instructors have a contractual requirement to complete 35 hours Continuing Professional Development (CPD) per annum. CPD may consist of an appropriate balance of personal professional development, attendance at courses, involvement in performances and recitals. The balance will be based on an assessment of individual need, taking account of local and national priorities, and shall be carried out at an appropriate time and place. Every music instructor will have an annual plan agreed with his/her immediate manager.
- 3.16 Travelling time between schools during the school day shall be regarded as pupil contact time, except during the midday break when the instructor shall have a personal break of not less than 40 minutes.
- 3.17 The contractual commitments required of music instructors as set out in Section 2 (Main Duties) will take place at a suitable time on a day on which the music instructor is employed.

**Educational Psychologists, Senior Educational Psychologists, Depute Principal Educational Psychologists and Principal Educational Psychologists**

- 3.18 Working hours for educational psychologists, senior educational psychologists, depute principal educational psychologists and principal educational psychologists are as for local government employees (former Administrative, Professional, Technical & Clerical (APT&C) staff).

**Education Support Officers, Quality Improvement Officers and Quality Improvement Managers**

- 3.19 Working hours for education support officers, quality improvement officers and quality improvement managers are as for local government employees (former APT&C staff).



## **PART 2**

### **4. CLASS SIZE**

- 4.1 The maximum class size for timetabled classes is set out in Appendix 2.9. The SNCT shall incorporate changes to class size maxima arising from government regulations or arising from its own decisions.



## **PART 2**

### **5. ANNUAL LEAVE**

#### **Teachers and Music Instructors**

##### ***Leave Year***

- 5.1 The leave year shall run from 1 September in any year until 31 August of the following year. Leave shall not normally be carried over from one leave year to another. Annual leave will be taken at the times determined by the council, after consultation with the teacher trade unions recognised by the council.

##### ***Annual Leave Entitlement***

- 5.2 The annual leave entitlement of a teacher or music instructor shall be the balance of days beyond the working year (as set out in Section 3 (Working Week and Working Year) paragraph 3.2) and excluding Saturdays and Sundays. Public holidays are included in this entitlement. A teacher or music instructor working for an entire school session will accrue a full leave entitlement.

##### ***Termination of Employment***

- 5.3 Where a teacher or music instructor leaves the employment of a council, the leave entitlement is the number of days leave accrued within the school session less the number of days leave already taken. Where any balance of leave cannot be taken, the teacher or music instructor will be paid in lieu of leave accrued.
- 5.4 Where a teacher or music instructor who, at the date of leaving employment, has taken more leave than the accrued entitlement the council may recover a day's pay for each day taken in excess of the accrued entitlement.
- 5.5 All teachers and music instructors will accrue paid leave on the basis of 0.3385 of a day for each day worked in the school session and *pro rata* for each part day. 'Days worked' include days of sickness absence and any form of paid leave, except for annual leave.
- 5.6 A teacher or music instructor moving to a new council shall abide by the pattern of holidays established for that leave year by the new council.

**Compensatory Leave: Prolonged Sickness During School Holidays**

5.7 See Section 6 (Sickness Allowances and Notification Arrangements), paragraphs 6.35 – 6.36.

**Educational Psychologists, Senior Educational Psychologists, Depute Principal Educational Psychologists and Principal Educational Psychologists and Education Support Officers, Quality Improvement Officers and Quality Improvement Managers**

**Leave Year**

5.8 The leave year will be the same as the leave year for local government employees (former APT&C staff).

5.9 Public holidays in the council area shall be granted as holidays with pay, in addition to the leave provided in paragraphs 5.10, 5.11 and 5.12 below, and 2 additional holiday days. The timing of these 2 additional days should be determined by the council, following consultation with the recognised trade unions.

**Annual Leave Entitlement**

5.10 The minimum annual leave entitlement is 20 days within a leave year.

5.11 For those with 5 years or more continuous service at the beginning of a leave year, the minimum annual leave entitlement is 25 days.

5.12 Leave entitlement beyond the minima may be granted at the discretion of the council.

5.13 The leave entitlement for part-year service will be calculated with reference to the table below:

**Calculation of Annual Leave for Part-Year Periods of Service**

Completed months service*	1	2	3	4	5	6	7	8	9	10	11	12
Leave entitlement in days (annual = 20)	2	3	5	7	8	10	12	13	15	17	18	20
Leave entitlement in days (annual = 25)	2	4	6	8	10	13	15	17	19	21	23	25

\* A 'complete month' means the period between a date in one month and the immediately preceding date in the following month (for example, 15 February to 14 March inclusive).

- 5.14 Any previous employment with councils, employers listed in the Redundancy Payment (Local Government) (Modification) Order 1990 (as amended) and any other employment deemed by the council to be relevant, should be counted as continuous service as long as there has not been a break of a year or more.

#### ***Leave on Termination of Employment***

- 5.15 On leaving employment with the council, the leave entitlement accrued within the current leave year should be calculated. Where fewer days have been taken than the number of days leave accrued, a day's pay for each unused day of leave should be paid.
- 5.16 Where more leave has been taken than the accrued entitlement, the council may recover a day's pay for each day taken in excess of the accrued entitlement.

#### ***Compensatory Leave: Prolonged Sickness During Leave***

- 5.17 See Section 6 (Sickness Allowances and Notification Arrangements), paragraphs 6.37 – 6.38.

#### **Teachers and Associated Professionals**

##### ***Death in Service***

- 5.18 Where a death occurs in service, the personal representatives of the deceased shall be paid an allowance in lieu of any holidays that had accrued at the date of death.



**PART 2****6. SICKNESS ALLOWANCES AND NOTIFICATION ARRANGEMENTS****Qualification and Entitlements**

- 6.1 All employees must accrue a total of 18 weeks continuous qualifying council service before being entitled to sickness allowance. This allowance is complementary to the statutory provisions, and employees with less than 18 weeks continuous qualifying service may be entitled to Statutory Sick Pay (SSP).
- 6.2 A week's qualifying service comprises any week, regardless of the number of hours worked, in which an employee is employed by a council. This includes periods of annual leave, public holidays, sickness absence, maternity leave or other special leave.
- 6.3 Continuity of qualifying service is deemed to be broken where a break exceeds two weeks. However, a newly qualified teacher will have until 1 November of the year following their entry to the Induction Scheme to secure a first teaching appointment, without having to requalify for sickness allowance.
- 6.4 Once 18 weeks continuous qualifying council service has been attained the entitlement to sickness allowance is maintained, unless there is a break of service in excess of two weeks.
- 6.5 Where an employee returns to council service following a break for maternity/adoption reasons, they will be entitled to have previous service taken into account for the purposes of entitlement to sickness allowance. This, however, is provided that the break in service does not exceed eight years and that there has been no paid employment during the break.
- 6.6 An employee absent from duty due to sickness or injury will receive, in any one period of 12 months, sickness allowance as set out in the table below:

Service at Commencement of Absence from Duty	Full Salary for a period of	Half Salary for a period of
Less than 18 weeks	nil	nil
18 weeks but less than 1 year	1 month	1 month
1 year but less than 2 years	2 months	2 months
2 years but less than 3 years	4 months	4 months
3 years but less than 5 years	5 months	5 months
5 years or more	6 months	6 months

- 6.7 For the purpose of sickness allowance, a month shall be a calendar month. In aggregating periods of absence of less than 1 calendar month, a month shall be reckoned as 30 days.
- 6.8 The council has the discretion to extend the periods of sickness allowance, where appropriate.
- 6.9 When an employee is absent from duty due to sickness, all other sickness absences in the 12 months preceding the first day of absence will be taken into account and deducted from the sickness allowance entitlement. Initially, previous sickness absence should be deducted from the period of full pay.
- 6.10 A period of sickness allowance terminates on the day prior to the day on which the medical certificate states that the employee is fit to return to duty.
- 6.11 If an employee is still unfit to work at the expiry of the half salary period the Director of Education, or equivalent, shall either;
- (a) place his or her name on the reserve list (in the case of a teacher or music instructor only);
  - (b) decide whether payment of sickness allowance shall be extended for a period; or
  - (c) take such other action as may be deemed appropriate.

The Director of Education, or equivalent, will consider all relevant factors, including medical reports, in reaching a decision.

### **Calculation of Allowance**

- 6.12 Sickness allowance shall be calculated on the basis of the salary the employee would have received if at work.
- 6.13 Where an employee is entitled to Statutory Sick Pay (SSP), the full sickness allowance will comprise a sum that, when added to SSP payable, will equal the employee's full normal pay.
- 6.14 Where an employee is or becomes excluded from entitlement to SSP, the full sickness allowance will equal the employee's full normal pay.
- 6.15 Where an employee is entitled to SSP, the half sickness allowance shall be a sum equal to half normal pay added to the

SSP to which the teacher is entitled, so long as this sum does not exceed full normal pay.

- 6.16 Where an employee is or becomes excluded from entitlement to SSP, the half sickness allowance will equal half normal pay so long as this sum, when added to any benefits payable under National Insurance Acts, does not exceed full pay.

### **Suspension of Allowance**

- 6.17 Should the Director of Education, or equivalent, have reason to believe that the employee's absence is due to his/her own misconduct or negligence, deliberate conduct which is prejudicial to recovery, or failure to observe the terms pertaining to the sickness allowance under this scheme, the payment of sickness allowance may be suspended by the council. Prior to suspension, the employee will have the opportunity to appear, with representation, before the Director or his/her equivalent. If the Director, or equivalent, decides that there are justified grounds for suspension there will be no further payment of allowance in respect of the current period of absence. The employee will be entitled to appeal this decision. The appeal shall be treated as an appeal under the final stage of the grievance procedure and things will stay as before until the appeal process is completed.

### **Absence Due to Non Work Related Accident**

- 6.18 Where an employee receives damages as the result of an accident, repayment of any sickness allowance advanced (either the total amount or proportion thereof represented in the amount of damages received) must be repaid to the council. The employee shall be notified of any action taken.
- 6.19 Any period of absence where a refund is made in full will not be treated as sickness absence and will not count against the period of entitlement. Any such period will be counted as special leave.

### **Absence Due to Work Related Injury/Illness**

- 6.20 Where an employee is absent due to sickness or disablement as a result of a work related injury or illness, the employee shall be entitled to a separate allowance. It will be calculated on the same basis as the sickness allowance provided for in paragraphs 6.6 and 6.7 above. This allowance and the sickness allowance are entirely separate.
- 6.21 Normally an injury caused by an accident at work will only qualify for payment if the accident book (Form BI 510) has been

completed. Where there is good reason for the entry not to have been made (by the employee or other party) the council should not refuse the allowance.

All other cases of injury or illness that are work related must be confirmed by both the employee's medical practitioner and the medical officer appointed by the council. For this allowance to be applied, the medical officer appointed by the council must confirm that the injury or illness is work related.

### **Victims of Crime Violence**

- 6.22 Where an employee is absent from work because of an injury where the Criminal Injuries Compensation Authority (CICA) may make an award, there is an entitlement to sickness allowance. There is no requirement to refund any of the allowance received from the sum awarded by CICA. Where a CICA award is made, the period of absence shall not be treated as sickness absence, will not count against any period of entitlement but will instead be treated as special leave.
- 6.23 In the case of assault in the course of employment, an employee's period of absence shall not be treated as sickness absence and shall not count against the periods of entitlement. The absence will be treated as special leave and he/she shall receive full pay during this period.

### **Notification and Certification**

- 6.24 To receive sickness allowance the employee must meet the requirements detailed in paragraphs 6.25 to 6.29 below.
- 6.25 The employee must notify the school/council as soon as is practicable. If the employee is unable to do this due to illness, some other person may act on his/her behalf. The employee should, if possible, indicate the date of return to work.
- 6.26 Where the absence continues to a fourth day further notification, as above, should be made to the school/council.
- 6.27 Where the absence period is 4 to 7 days, the employee will complete a self-certification form on return to work.
- 6.28 Where the absence extends beyond 7 days of sickness, the employee will submit a medical certificate to the school to cover absence beyond the 7 days. In addition, a self-certification form to cover the first 7 days of absence should be completed and returned, following issue by the council.
- 6.29 Where an employee has been absent for more than 7 days, the Director of Education, or equivalent, may require him/her to

produce additional evidence of continued incapacity or submit to a medical examination by a medical officer appointed by the council.

- 6.30 Where an employee fails to comply with the notification and certification requirements, in respect of any day of sickness entitlement, the sickness allowance will cease for that day, unless there is an acceptable reason provided for this failure.

### **Infectious Diseases**

- 6.31 An employee who is prevented from attending the place of employment because of contact with notifiable infectious diseases, shall advise the council immediately and shall be entitled to full pay during absence. A period of absence, in this case, should not be reckoned against his/her entitlement to sickness allowance.

### **Respiratory Tuberculosis**

- 6.32 Where an employee is suffering from respiratory tuberculosis, and where the absence is supported by a doctor's statement, full salary is payable for any period of absence up to a maximum of 12 months plus half salary up to a maximum of a further 6 months. The employee shall not return to duty until certified as fit to resume work.

### **Long Term Medical Conditions**

- 6.33 Where an employee is suffering from a long term medical condition, the council should give careful consideration to extending the period of sickness allowance, particularly when the prognosis is that he/she will be able to return to work or where the illness will bring the employee under the terms of the Disability Discrimination Act 1995. The medical officer acting on behalf of the council should obtain evidence from the employee's medical adviser to help the council reach a decision.

### **Phased Return to Work**

- 6.34 Once an employee has indicated a wish and ability to return to work, the council should consider a phased return. This would normally require medical evidence from the employee or/and evidence from the council's medical adviser. A phased return shall normally be defined in time and should refer to either a reduced working week or to an adjustment to duties. The terms of a phased return to work will be discussed and agreed between the employee and the council.

**Prolonged Sickness During School Holidays: Teachers and Music Instructors**

- 6.35 Where a teacher or music instructor, owing to certified sickness, has been incapacitated for a continuous period where at least 4 weeks fall within the summer vacation, the employee will accrue credit of 2 days compensatory leave entitlement for each complete week of the vacation which has been lost. A certified sickness absence of at least 2 weeks duration, incorporating at least 1 week of any other vacation, will accrue credit of 2 days of compensatory leave entitlement for each full week of vacation lost. For the purpose of this paragraph, a week is defined as 7 consecutive days. A maximum credit of 10 such days special leave entitlement may be accrued in any one leave year.
- 6.36 In agreement with the council, this entitlement shall be taken by the employee following his/her return to work. The timing of this leave is subject to the overriding needs of the service and should normally be taken in the term in which the return to work takes place or within the following term.

**Prolonged Sickness During Leave: Educational Psychologists, Senior Educational Psychologists, Depute Principal Educational Psychologists and Principal Educational Psychologists and Education Support Officers, Quality Improvement Officers and Quality Improvement Managers**

- 6.37 Should sickness coincide with any period of annual leave, this period should be regarded as sick leave when the appropriate self certificate or medical certificate is submitted. If absent through sickness on a public holiday, the Sickness Allowance should be received on that day. A day off *in lieu* should also be taken, at the convenience of the council.
- 6.38 If the sickness absence exceeds 3 months during a leave year, the council has the discretion either to grant the full period of annual leave or to limit it to a proportion of the annual leave due for the period actually worked (subject to the minimum statutory provisions).

## **PART 2**

### **7. FAMILY LEAVE**

#### **Maternity Leave**

- 7.1 An employee is entitled to 52 weeks of Maternity Leave (ML), regardless of length of service. The 52 weeks comprises 26 weeks' Ordinary Maternity Leave and 26 weeks' Additional Maternity Leave.
- 7.2 ML can begin from a date not earlier than the 11<sup>th</sup> week before the Expected Week of Childbirth (EWC), unless childbirth has taken place prior to this. The period of ML may commence on any day of the week. During the ML period all the employee's contractual terms and conditions, with the exception of remuneration, continue to apply.

#### **Compulsory Maternity Leave**

- 7.3 An employee is required to take compulsory maternity leave of 2 weeks starting the day on which childbirth occurs.

#### **Maternity Pay**

- 7.4 An employee with less than 26 weeks' continuous service at the beginning of the 11<sup>th</sup> week before the EWC will have no entitlement to maternity pay. She may, however, be entitled to Maternity Allowance payable through the Department of Work and Pensions.
- 7.5 An employee with at least 26 weeks' continuous service at the beginning of the 11<sup>th</sup> week before the EWC (where her EWC falls on or after 1 April 2007) is entitled to be paid:
- (a) Occupational Maternity Pay (OMP) and Statutory Maternity Pay (SMP) at the appropriate rate for the first 13 weeks. Taken together, these payments will be equal to the employee's normal salary, and where eligible,
  - (b) SMP for the remaining 26 week period, provided that the employee's average weekly earnings are not less than the lower earnings limit for National Insurance contribution liability.
- 7.6 Other than Keeping In Touch Days (as described in paragraph 7.42 below), when an employee returns to work before the full ML period then her entitlement to any balance of maternity leave

and maternity pay ceases. The employee will receive her normal salary from the date of her return to work.

### **Notification of Start of Maternity Leave**

- 7.7 To qualify for maternity leave and pay, an employee must notify the council in writing of:
- (a) the fact that she is pregnant;
  - (b) the expected week of childbirth or the actual date of the birth, if this has already occurred; and
  - (c) the date she wishes ML to commence (the notified leave date).
- 7.8 The notification set out above must be given to the council not later than 21 days before maternity leave commences, or as soon as is reasonably practicable.
- 7.9 Confirmation of the pregnancy and expected date of childbirth should be given in the form of a maternity certificate (form MAT B1) from a registered medical practitioner or midwife.

### **Notification of Birth**

- 7.10 An employee should notify the council, as soon as is reasonably practicable, of the date of the birth of her child.

### **Notification of Return from Maternity Leave**

- 7.11 An employee who wishes to return to work earlier than the end of the ML period must give the council 28 days' notice. If the appropriate notice is not given, the council may postpone her return for up to 28 days (but not to a date later than the end of the ML period).
- 7.12 No notification is required for an employee returning to work on the first working day following the end of the ML period.

### **Antenatal Care**

- 7.13 A pregnant employee shall be allowed to take such reasonable time off, without loss of pay, as is required to attend for antenatal care, on production of evidence of appointments (if required by the council).

### **Stillbirth**

- 7.14 In the event of a stillbirth after 24 weeks of pregnancy, an employee is entitled to maternity leave and pay provisions.

### **Sick Leave and Maternity Leave**

- 7.15 Where an employee is absent before the start of the maternity leave period due to illness, the absence will be treated as sickness absence except when paragraph 7.16 below applies. This includes absence due to miscarriage (that is, prior to the 24<sup>th</sup> week of pregnancy).
- 7.16 If an employee is absent because of a pregnancy related illness, and there are fewer than four weeks before her baby is due, she will be deemed to have commenced ML.
- 7.17 Where an employee is unable to return to work after the ML period has ended, or on the date previously notified, due to sickness, the normal sickness notification and certification procedures as set out in Section 6 (Sickness Allowances and Notification Arrangements) apply.

### **Accrual of Leave – Maternity**

- 7.18 An employee who is entitled to paid ML can receive pay *in lieu* of accrued leave for the period up to the day before the commencement of ML, in accordance with Section 5 (Annual Leave).
- 7.19 Where an education support officer, quality improvement officer or educational psychologist notifies the council that she intends to return to work after ML, she will accrue leave during the period of paid ML in accordance with Section 5 (Annual Leave), paragraph 5.13.
- 7.20 Where a teacher or music instructor notifies the council that she intends to return to work after ML, and where the paid ML period incorporates at least 4 weeks of the school summer holiday or incorporates in full another school holiday period of at least 1 weeks' duration, the teacher or music instructor will accrue credit of 2 days' compensatory leave entitlement for each complete week of the vacation which has been lost. For the purpose of this paragraph, a week is defined as 7 consecutive days. A maximum credit of 10 days' special leave entitlement may be accrued in any leave year.

- 7.21 In agreement with the council, this compensatory leave entitlement shall be taken by the teacher or music instructor following her return to work. The timing of this leave is subject to the overriding needs of the service and should normally be taken in the term in which the return to work takes place, or within the following term. In exceptional circumstances the teacher may be paid for any days of compensatory leave which she is unable to take.
- 7.22 Where an employee gives written notice to the council that she does not intend to return to work at the end of her ML period, the council will make a payment in lieu of leave accrued during the paid ML period. This is in accordance with the provisions in Section 5 (Annual Leave).

### **Adoption Leave**

- 7.23 An employee is entitled to 52 weeks of Adoption Leave (AL) regardless of length of service. The 52 weeks comprises 26 weeks' Ordinary Adoption Leave and 26 weeks' Additional Adoption Leave.
- 7.24 The AL may begin:
- (a) from the date of the child's placement; or
  - (b) from a fixed date up to 14 days before the expected date of placement.
- 7.25 Where more than one child is placed as part of the same adoption arrangement, only one period of leave will be granted.
- 7.26 Where a couple jointly adopts a child, the couple must choose one person to take the adoption leave.

### **Adoption Pay**

- 7.27 An employee who has less than 26 weeks' continuous service, prior to the week in which she/he is notified of being matched with a child for adoption, is entitled to 52 weeks' AL without pay.
- 7.28 An employee who has 26 weeks' continuous service prior to the week in which she/he is notified of being matched with a child for adoption will be entitled to be paid:
- (a) Occupational Adoption Pay (OAP) and Statutory Adoption Pay (SAP) for the first 13 weeks. Together, these payments will equal the employee's normal salary; and

- (b) SAP for the next 26 weeks, provided that the employee's average weekly earnings are not less than the lower earnings limit for National Insurance contribution liability.

7.29 Other than Keeping In Touch Days (as described in paragraph 7.42 below), when an employee returns to work before the full AL period then her/his entitlement to any balance of adoption leave and adoption pay ceases. The employee will receive her/his normal salary from the date of her/his return to work.

### **Notification of Start of Adoption Leave**

7.30 An employee must inform the council in writing of her/his intention to take AL within seven days of being notified by their adoption agency that they have been matched with a child for adoption (where this is reasonably practicable).

7.31 Such notification must include:

- (a) the expected date of placement;
- (b) the date on which they intend to start their adoption leave; and
- (c) a matching certificate from the adoption agency.

7.32 An employee who wishes to change the date on which her/his adoption leave starts must give the council 28 days' written notice, where this is reasonably practicable.

7.33 The council will respond in writing, within 28 days, to an employee's notification to change the start date of adoption leave and will also state the latest date on which the employee is expected to return to work.

### **Notification of Return from Adoption Leave**

7.34 An employee who wishes to return to work prior to the end of the adoption leave period must give the council 28 days' notice. If the appropriate notice is not given, the council may postpone her/his return for up to 28 days, or to the end of the adoption leave period if this is earlier.

### **Pre-adoption Meetings**

7.35 An employee who is adopting will be allowed to take such reasonable time off, without loss of pay, as required to attend pre-adoption meetings, on production of evidence of appointments (if required by the council).

### **Termination of Placement**

- 7.36 Where the adoption placement ends, for any reason, during the adoption leave, the employee will notify the council. Where the adoption placement ends within the first 26 weeks of AL the employee will be entitled to remain absent from work until the end of the 26 week period. Where the adoption placement ends after the 26th week of AL the employee will be entitled to remain absent on AL for up to 8 weeks after the end of the placement or until the end of the AL period, whichever is sooner. Notification of the intended date of return should be given in accordance with paragraph 7.34 above.

### **Accrual of Leave – Adoption**

- 7.37 An employee who is entitled to paid AL is entitled to receive pay *in lieu* of accrued leave for the period up to the day before the commencement of AL, in accordance with Section 5 (Annual Leave).
- 7.38 Where an education support officer, quality improvement officer or educational psychologist notifies the council that she/he intends to return to work after AL she/he will accrue leave during the period of paid AL, in accordance with Section 5 (Annual Leave), paragraph 5.13.
- 7.39 Where a teacher or music instructor notifies the council that she/he intends to return to work after AL, and where the paid AL period incorporates at least 4 weeks of the school summer holiday or incorporates in full another school holiday period of at least 1 week's duration, the teacher or music instructor will accrue credit of 2 days' compensatory leave entitlement for each complete week of the vacation which has been lost. For the purpose of this paragraph, a week is defined as 7 consecutive days. A maximum credit of ten days' special leave entitlement may be accrued in any leave year.
- 7.40 This compensatory leave entitlement shall be taken by the teacher or music instructor, in agreement with the council, following his or her return to work. The timing of this leave is subject to the overriding needs of the service and should normally be taken in the term when the return to work takes place, or within the following term. In exceptional circumstances, the teacher may be paid for any days of special leave that she/he is unable to take.
- 7.41 Where an employee gives written notice to the council that she/he does not intend to return to work at the end of the AL period, the council will make a payment in lieu of leave accrued

during this period. This is in accordance with the provisions in Section 5 (Annual Leave).

### **Keeping in Touch Days**

7.42 During both ML and AL the employee is allowed up to ten days at work with normal pay as Keeping In Touch Days, without bringing the ML or AL period to an end. Normal pay will be an amount inclusive of SMP, SAP or Maternity Allowance, as appropriate. These days do not have to be consecutive and can be used for training or any other activity which enables the employee to keep in touch with the place of employment. Keeping In Touch Days can only be taken following agreement between the employer and the employee on both the activity and timing. The Code of Practice on Keeping In Touch Days (Appendix 2.10) should be the basis for arrangements for such days.

### **Pension**

7.43 The employer shall continue to make full pension contributions during the period of paid ML or AL.

### **Maternity and Adoption Support Leave and Pay**

7.44 Support Leave of one week with normal pay will be granted to the spouse or partner or nominated carer of an expectant mother or of someone taking adoption leave at or around the time of birth or placement. The nominated carer is the person nominated by the mother or the person taking adoption leave to assist in the care of the child and to provide support to her/him.

7.45 Maternity Support Leave and Adoption Support Leave can be taken:

- (a) from the date of the child's/children's birth or placement for adoption; or
- (b) from another date after the child's/children's birth or placement for adoption.

This is subject to paragraphs 7.51 and 7.54 below.

### **Statutory Paternity Leave and Pay**

7.46 In addition to the maternity support leave described above, an employee who is the spouse or partner of an expectant mother (and who has at least 26 weeks' continuous service at the start of the 15th week before the baby is due) is entitled to a further week's Statutory Paternity Leave (SPL).

- 7.47 In addition to the adoption support leave described above, an employee who is the spouse or partner of a person taking adoption leave and who has at least 26 weeks' continuous service at the start of the notification week is entitled to a further week's SPL.
- 7.48 SPL can be taken:
- (a) from the date of the child's/children's birth or placement for adoption; or
  - (b) from another date after the child's/children's birth or placement for adoption.
- 7.49 Leave can start on any day of the week, but must be taken within 56 days of the actual birth or placement date. If the birth is early, leave must be taken within the period from the actual date of the birth up to 56 days after the expected week of birth.
- 7.50 An employee who is on SPL shall receive Statutory Paternity Pay (SPP).
- 7.51 An employee who wishes to take SPL must inform the council of her/his intention to take paternity leave by the 15<sup>th</sup> week before the week in which the child is expected (where reasonably practicable). In the case of adoption, employees must inform their employers of their intention to take paternity leave within 7 days of the employee being notified by their adoption agency that they have been matched with a child/children, unless this is not reasonably practicable. He/she must state in writing:
- (a) the expected week of childbirth or date of placement for adoption; and
  - (b) when they want the leave to start.
- 7.52 There can only be one period of leave. Where an employee elects to take 2 weeks' leave, these must be consecutive. Where an employee elects to take only 1 week of leave then this will be taken as a complete week of leave. The first week will be support leave and paid at full pay while the second week will be paternity leave and SPP will be paid.
- 7.53 Where leave incorporates 1 complete week of a school vacation, the employee will accrue credit of 2 days' compensatory leave entitlement. The employee will take this during the term following the vacation concerned subject to the overriding needs of the service and in agreement with the council.

- 7.54 Employees may alter the date on which their leave starts by giving 28 days' notice in writing, where this is reasonably practicable.
- 7.55 Only one period of leave is available to employees, irrespective of whether more than one child is placed for adoption or in the case of multiple births.
- 7.56 An employee shall be entitled to the above provisions in circumstances where the child is stillborn after 24 weeks or has died or where the child's mother has died within the period of leave.
- 7.57 The paternity leave and pay provisions allow for up to two weeks' SPL and SPP for employees who meet the criteria. The provisions above provide for normal pay for the first week and SPP for the second week. In the first week SPP is offset against normal pay.

### **Continuous Service**

- 7.58 All periods of maternity, adoption, paternity and maternity support leave count towards continuous service.

### **Right to Return to Work**

- 7.59 An employee has the right to return from the periods of leave described in this Section to the post in which she/he was employed. This will be under the original contract of employment and on terms and conditions not less favourable than those which would have been applicable to her/him had she/he not been on maternity or adoption leave.
- 7.60 Where it is not practicable, by reason of redundancy, for the council to permit the employee to return to work in her/his post, the employee is entitled to be offered a suitable alternative vacancy where one exists.
- 7.61 Suitable alternative employment may also be offered in exceptional circumstances other than redundancy (eg a general reorganisation) which would have occurred if the employee had not been on maternity or adoption leave, and where these circumstances necessitate a change in the post in which she/he was employed prior to her/his leave commencing.
- 7.62 A temporary employee will not have the right to return to work where her/his contract would have expired during the leave period but will be entitled to all other provisions in this Section, provided she/he meets the criteria (where these are stated).

## **Parental Leave**

- 7.63 Parental leave is a right for all employees who are parents, and who have at least 1 year's continuous service, to take time off work to look after or make arrangements for their child's welfare. Parental leave is unpaid.
- 7.64 Employees are entitled to 13 weeks in total for each child. A parent of a disabled child is entitled to 18 weeks in total for each disabled child.
- 7.65 Parental leave must be taken before the child's 5<sup>th</sup> birthday or 18<sup>th</sup> birthday, if the child is disabled.
- 7.66 Parental leave must be taken in week blocks or multiples of one week, except for parents of a disabled child who can take parental leave in blocks or multiples of one day.
- 7.67 Up to 4 weeks' parental leave can be taken in any calendar year.
- 7.68 The council may postpone parental leave for up to 6 months but not in the case of leave required following the birth or adoption of a child. Postponement can only take place if the absence would unduly disrupt the Service. Notification of postponement arrangements should be issued to the employee no later than seven days following the employee's notice to take leave.
- 7.69 Employees are entitled to return to their job following a period of parental leave.

## **PART 2**

### **8. DISCIPLINARY AND GRIEVANCE PROCEDURES**

#### **General**

- 8.1 The SNCT has agreed disciplinary and grievance frameworks (as set out in Appendix 2.11 and Appendix 2.13) that provide a basis for the development of locally agreed disciplinary and grievance procedures.

#### **Discipline**

- 8.2 In accordance with a locally agreed disciplinary procedure, action may be taken by the authority where a teacher's performance or conduct causes serious concern. The General Teaching Council for Scotland's Code of Practice on Teacher Competence is at Appendix 2.12.

#### **Grievance**

- 8.3 Every teacher has the right to seek redress for grievances relating to their employment. Where a teacher, or a number of teachers collectively, wish to raise a grievance with their employer they can use of a locally agreed grievance procedure. The framework procedure is provided at Appendix 2.13 and the SNCT Appeals Procedure (only applicable in disputes involving national conditions of service) is at Appendix 2.14.



## **PART 2**

### **9. OTHER PROVISIONS**

#### **Continuing Professional Development (CPD)**

- 9.1 The context for CPD is set out in Section 3 (Working Year and Working Week).
- 9.2 A teacher's CPD shall consist of an appropriate balance of personal professional development, attendance at nationally accredited courses, small scale school based activities and other CPD activities.  
This balance will be based on an assessment of individual need, taking account of school, local and national priorities and shall be carried out at an appropriate time and place.
- 9.3 Every teacher will agree an annual CPD plan with his/her immediate manager and every teacher will be required to maintain an individual CPD record.
- 9.4 It is the employer's responsibility to ensure a wide range of CPD development opportunities and the teacher's responsibility to undertake a programme of agreed CPD. This should be capable of being discharged within contractual working time.
- 9.5 Local agreements on the use of remaining time may include an allocation of time to undertake CPD. Such time will be included in CPD plans and will contribute to the wide range of development opportunities which employers are required to provide.
- 9.6 As part of the working year, teachers and music instructors must attend five days (*pro rata* for part-time staff) of development activity planned by the council, eg in-service training. This is separate from contractual CPD time but may form a part of the CPD plan and record.

#### **Teachers on the National Teacher Induction Scheme**

- 9.7 The National Teacher Induction Scheme training placement covers a school session and is subject to registration with the GTCS. Teachers on the Scheme have the same terms of conditions as teachers, except for those provided in paragraphs 9.8 to 9.12 below.
- 9.8 Teachers entering the National Teacher Induction Scheme will be placed on Point 0 of the Main Grade Scale (Appendix 2.1).

- 9.9 The National Teacher Induction Scheme will correspond with the working year for teachers and will normally consist of 195 placement days.
- 9.10 The maximum class contact time during the placement will be 15.75 hours per week.
- 9.11 To terminate the training agreement, a minimum period of four weeks notice, in writing, is required by either side.
- 9.12 For entitlement to Maternity Leave, see Section 7 (Family Leave). Depending on eligibility, there may also be entitlement to Statutory Maternity Pay or Maternity Allowance.

### **Permanent Contracts**

- 9.13 Councils should only appoint teachers who are fully registered with the General Teaching Council for Scotland (GTCS) to permanent contracts.

### **Payment in the Event of Death or Disability Arising from Assault**

- 9.14 Where an employee or, in the event of death, the employee's dependants, suffers financial loss caused, in the opinion of the council, by violent or criminal assault suffered in the course of or as a consequence of employment, councils are recommended to pay either:
- (a) in the event of the employee's death within 12 months of the date of and in the opinion of the council by reason of the assault, to the employee's representatives the equivalent of five years gross remuneration at the rate applying at the date of the assault or £35,000, whichever is the greater, where the teacher has left one or more dependants and otherwise £950; or
  - (b) in the event of permanent total or partial disablement to the employee, the appropriate percentage (specified in paragraphs 9.15 to 9.17 below), of five years gross remuneration at the rate applying at the date of the assault, or £35,000, whichever is the greater. This is with the proviso that such payment shall be reduced, at the discretion of the council, by the amount of any damages or compensation recoverable in respect of the particular injuries.
- 9.15 Death, total and irrecoverable loss of all sight in one or both eyes, total loss by physical severance or complete loss of use of one or both hands or feet at or above wrist or ankle, occurring

within 12 months from the date of assault: 100% of the capital sum specified in paragraph 9.14 above.

9.16 Permanent total and absolute disablement (other than as stated above) from engaging in or giving attention to any profession or occupation of any kind: 100% of the capital sum specified in paragraph 9.14.

9.17 Permanent partial disablement (not otherwise provided for above): the percentage of the capital sum specified in paragraph 9.14 set against the degree of disablement as follows:

Total loss of hearing in both ears	40%
Total loss of hearing in one ear	10%
Complete loss of use of hip or knee or ankle	20%
Removal of the lower jaw by surgical operation	30%
Fractured leg or foot with established non-union	25%
Fractured kneecap with established non-union	20%
Shortening of a leg by at least 3cm	15%

Loss by amputation or complete loss of the following limbs: the percentage of the capital sum as set out in the following table:

	Right	Left
One thumb	20%	17.5%
One index finger	15%	12.5%
Any other finger	10%	7.5%
One big toe	10%	10%
Any other toe	3%	3%
Use of shoulder or elbow	25%	20%
Use of wrist	20%	15%

(To be reversed if the injured teacher is left handed)

### **Medical Examinations**

- 9.18 Reasonable time off without loss of pay should be allowed for the purpose of preventative medical examinations.

### **Special Leave**

- 9.19 Special leave, with or without pay, may be authorised for specified reasons within arrangements agreed by the Local Negotiating Committee for Teachers (LNCT).
- 9.20 In addition to paragraph 9.19 above, all employees have a statutory right to take reasonable time off work, without pay, to deal with unexpected or sudden problems concerning a dependant and to make any necessary longer-term arrangements.

### **Retirement Age**

- 9.21 The normal retirement age for an employee shall be the age of 65. Councils have a duty to consider requests from employees to work beyond that age.