

# SNCT HANDBOOK

## PART 4      Devolved Matters



## **PART 4**

### **DEVOLVED MATTERS**

The SNCT requires there to be a Local Negotiating Committee for Teachers (LNCT) in every council. LNCTs have been given the powers to vary certain conditions of service (listed in Part 1: Appendix 1.3, Local Framework and Recognition Procedure Agreement) and to reach agreement on a range of matters not subject to national bargaining.

This part of the Handbook sets out existing conditions of service under the headings of the appropriate devolved matter. These existing conditions remain in force until or unless they are varied by local agreement.

Where a local agreement supersedes an existing national condition, that existing condition should be removed. All local agreements on devolved matters can be stored within this part of the Handbook.

All local agreements must be reported to the SNCT for information and placed on the SNCT web site.

**Note:** The existing conditions of service from the Scottish Joint Negotiating Committee for Teaching Staff in School Education (SJNC (TSSE)) *Scheme of Salaries and Conditions of Service* (1984) have been reproduced retaining their original paragraph numbering and wording.

## OTHER ALLOWANCES

### *Existing Provisions*

## GENERAL PROVISIONS

### 14.4 Travelling Expenses

14.4.1 Travelling expenses reasonably incurred by a teacher travelling on authorised school business shall be reimbursed by the authority and shall be calculated by reference to the main place of employment.

14.4.2 Where a teacher with the approval of the employer undertakes voluntarily extra-curricular activities, the teacher shall receive reimbursement of travelling expenses in accordance with the provision of this paragraph.

14.4.3 In all cases, reimbursement shall relate to any available cheap rate or to the ordinary return fare, whichever is the less. In cases where it is necessary or advantageous for a teacher to travel by air or to hire a taxi or car, expenditure (including gratuities) shall be reimbursed and shall be calculated from the teacher's normal place of employment.

14.4.4 Teachers shall not be required to use their personal cars in the service of the authority, but where they agree to do so the authority shall pay an allowance in accordance with the provisions of paragraph 14.5 below.

### 14.5 Car Allowances

14.5.1 For the purpose of applying these allowances, teachers shall be divided into two classes:

- (a) **Essential Users** - ie teachers whose duties are of such a nature that it is essential for them to have a car at their disposal whenever required. Teachers whose authority so resolves by reason of the fact that it is considered to be essential in the interests of the efficient conduct of the business of the authority that they shall be permitted to use their private car in carrying out their official duties, shall be entitled to receive the lump sum allowance and mileage rates set out in sub-paragraph 14.5.2(a) below.
- (b) **Casual Users** - ie teachers for whom it is merely desirable that a car should be available when required. The rates to be paid to authorised casual users of private cars whilst engaged on official duties are set out in sub-paragraph 14.5.2(b) below with the proviso that any casual user shall not at any mileage figure receive more than they would have done had they been receiving the essential user's allowance.

## 14.5.2

(a) Essential Users

The allowances payable to essential users shall consist of an annual lump sum plus a mileage rate. With effect from 1 April 1999, the car allowances are as follows:

	All Engine Capacities
Annual lump sum	£822
Mileage rates -	
First 8500 miles a year	35.1p
After 8500 miles a year	12.6p
Petrol element	7.846p
Amount of VAT per mile in petrol element	1.169p

The annual lump sum allowance may be paid by instalments throughout the year.

(b) Casual Users

The allowances payable to casual users shall consist of a mileage rate only. The rates applying from 1 April 1999 are as follows:

	All Engine Capacities
Mileage rates -	
First 1000 miles a year	53.65p
Next 7500 miles a year	43.65p
After 8500 miles a year	12.6p
Petrol element	7.846p
Amount of VAT per mile in petrol element	1.169p

These rates will be updated with effect from 1 April each year in accordance with the increases agreed by the Scottish Joint Negotiating Committee for Teaching Staff in School Education.

## 14.5.3 Motor Cycle Allowances

The allowances payable to those using their own motor cycle on authorised business will be at the following from 1 January 1999:

	<u>Vehicle Capacity</u> <u>Not Exceeding</u> <u>150cc</u>	<u>Vehicle Capacity</u> <u>Exceeding</u> <u>150 cc</u>
	Mileage rates -	
First 1500 miles a year	16.0p	16.4p
Next 4000 miles a year	10.9p	11.2p
Next 5500 miles a year	8.3p	8.5p
Over 11000 miles a year	3.1p	3.4p

14.5.4 The authority may make the payment of a car allowance subject to such conditions as it may deem appropriate. In particular, the authority may -

- (a) provide that the allowance shall not be payable in respect of normal journeys between the teacher's residence and place of business;
- (b) require the teacher to keep and produce for inspection, a record of the journeys in respect of which payment is claimed; such record to show particulars of the journey, mileage, and the names of any official passengers;
- (c) require a teacher, when proceeding on a journey for which payment is made, to transport in the car, without additional payment, equipment or passengers concerned in the purpose of the journey;
- (d) disallow payment for journeys to places outside the area of the authority for which public transport is reasonably practicable.

14.5.5 Where a car is not in use as a result of either a mechanical defect or the absence of the teacher through sickness, any annual lump sum payment should be paid for the remainder of the month in which the car first became out of use and for a further three months thereafter. For the following three months, payment should be made at the rate of 50 per cent of the lump sum payment.

14.5.6 In cases where teachers are required to use their cars on official business under circumstances which expose the vehicle to excessive wear and tear, eg on farm roads, an additional allowance may be provided at the discretion of the authority.

14.5.7 A teacher shall have included in the current policy of insurance a clause indemnifying the authority against all third party claims (including those concerning passengers) arising out of the use of the car on official business.

14.5.8 In place of the allowances set out in sub-paragraph 14.5.2 above, an authority may grant to a teacher a car allowance in the form of an annual lump sum only, which nevertheless shall have regard to the rates provided in those sub-paragraphs and estimated annual mileage.

#### **14.6 Subsistence Allowances**

14.6.1 Subsistence expenses reasonably incurred by a teacher in the course of authorised travel on school business shall be reimbursed by the authority in accordance with the provisions of sub-paragraphs 14.6.5 and 14.6.6.

14.6.2 Payment of subsistence allowances is subject to the condition that expenditure for which the allowances are claimed has actually been incurred. Where an allowance is claimed the teacher may be required, if the authority requests, to provide certification.

14.6.3 An allowance shall not be paid where an authority provides a suitable meal. Where a teacher is able to have meals in a local authority establishment, only the actual expenditure shall be reimbursed.

14.6.4 Where a teacher, with the approval of the employer, undertakes voluntarily extra-curricular activities, the teacher shall receive reimbursement of subsistence expenses in accordance with the provisions of this paragraph.

14.6.5 In the case of an absence from the usual place of work, the following rates shall apply from 1 January 1997:

Breakfast	£4.48
Lunch	£6.17
Tea	£2.43
Dinner	£7.64
Accommodation Rate	£31.13

14.6.6 Teachers travelling by rail who necessarily take a meal in a restaurant car shall also be reimbursed the difference between the actual cost of the standard meal and the allowance for the appropriate meal shown above.

14.6.7 The provisions of paragraphs 14.4 and 14.6 shall apply to teachers undertaking courses of in-service training.

#### **14.7 Allowances for Compulsorily Transferred Teachers**

14.7.1 The following arrangements shall apply to those teachers whose place of employment is changed as a result of the reorganisation of local authority areas, or who are required by the authority to transfer from one locality to another, or by other circumstances, beyond their control.

14.7.2 The authority shall, in all cases, be satisfied that the expenditure which a teacher incurs in connection with this transfer, and for which allowances may

be paid, is necessary expenditure and has been approved in advance. The authority shall ensure that decisions under this paragraph are taken with the minimum of delay.

14.7.3 Where a teacher incurs additional travelling expenses as a result of the place of employment being changed but is not required to move home, the employing authority shall pay an allowance equal to the difference between the costs of travelling from home to the new place of work, and from home to the old place of work, for a period of 4 years. This allowance shall be based on either

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- (a) standard class train and/or bus fares, or
- (b) a mileage allowance in respect of the additional mileage actually involved in the change of place of employment if the teacher is an authorised car user, or where public transport is not available,

whichever is actually incurred.

Note : This sub-paragraph applies where the difference between the cost of travelling both ways from home to the new place of work and from home to the old place of work is greater than £2 a week, the amount to be refunded being the sum in excess of £2.

14.7.4 Where a teacher is required to move home as a result of the place of employment being changed and where this move occurs within a period of three years, the following allowances shall apply:

- (a) Search for New Accommodation - Where it is necessary for a teacher to visit the new place of employment to find accommodation, the employing authority at that time shall grant:
  - up to a maximum of three days' paid leave where necessary, and
  - standard class travelling or a mileage allowance prescribed in paragraphs 14.4 and 14.5, plus subsistence allowances in accordance with the rates prescribed in paragraph 14.6 in respect of the teacher and partner or dependent relative if accompanying the teacher.
- (b) Removal Expenses - The following expenses where necessarily and actually incurred shall be reimbursed by the employing authority:
  - cost of removal of furniture and effects from old home to new, including insurance of goods in transit; the reimbursement to be equal to the amount of the lower of two competitive tenders.
  - travelling expenses and subsistence allowances for the teacher and dependants from the old home to the new at public transport rates (standard class if rail), or the casual user car allowance for the 1200

- c.c and above category if the whole family travels by car, whichever is actually incurred.
- any necessary cost of storage of furniture and effects for a period not exceeding twelve months, where a permanent move cannot be made immediately; reimbursement to be equal to the amount of the lower of two competitive tenders.
- (c) Leave - Authorities shall grant two days paid leave to teachers when moving their homes as a result of the place of employment being changed.
- (d) Lodging Allowances - As a measure of temporary assistance to a teacher who is unable immediately to accommodate their family within reasonable distance of the new place of employment and where therefore the teacher has to find temporary accommodation, the teacher shall be granted by the authority the following allowances:
- For the first three months, the current allowance for overnight accommodation and breakfast, plus dinner, as detailed in subparagraph 14.6.5.
  - Thereafter, for a period not exceeding a further six months, an allowance of £87.21 per week, the position to be reviewed at the end of the period should the teacher not find suitable accommodation.
- (e) Legal and other fees connected with the sale and purchase of a residence, or any unsuccessful bona fide attempt to purchase, as follows:
- A teacher who has to sell a residence shall be reimbursed by the authority the legal and house agent's and mortgage redemption fees necessarily involved by the sale.
  - A teacher who, having sold a residence or terminated a tenancy, buys another residence shall be reimbursed by the authority the legal, mortgage and survey fees involved in the purchase.
  - Where house agents or auctioneers are not engaged, the teacher shall be reimbursed the actual advertising costs incurred up to a maximum of £218.
  - Where a tenancy is involved the teacher shall be reimbursed the actual cost involved up to a maximum of £262.
- (f) Disturbance and/or Settling-in Allowance - Authorities shall grant in relation to the particular circumstances of the case and the expenditure actually incurred, disturbance/settling in allowances not exceeding £1,290 in respect of firstly, incidental expenses connected with moving

home (alterations or replacement of curtains, fixtures and fittings, relaying floor coverings, conversion and installation of electrical appliances etc) and secondly, losses which may be incurred on school fees, travel season tickets etc.

14.7.5 In the case of individual teachers the change of the place of employment may give rise to special hardships arising out of factors which it is difficult to deal with specifically in a Scheme of this nature, and which may or may not have been referred to above. It would be reasonable for the authorities concerned to examine these cases on their merits and to have discretion to deal with them. Examples can be quoted as follows:

- (a) Exceptional circumstances might arise which warrant the period in which excess travelling expenses are paid (see sub-paragraph 14.7.3 above) being extended.
- (b) Exceptional cases might also arise where teachers have to move home from an area where house prices or rents are comparatively low to an area where these are much higher, or where house selling prices at the old centre are unduly deflated and house purchase prices at the new centre are unduly inflated.

14.7.6 Any more favourable local conditions enjoyed by teachers shall be preserved and continued in operation by the new authority.

14.7.7 Authorities should do everything in their power to facilitate the transfer arrangements by the provision wherever practicable of housing, mortgage facilities, bridging loans, supporting a teacher's tenancy application to a housing agency etc.

Note: Authorities may make a contribution to the removal expenses of teachers who transfer voluntarily to them from the service of another authority.

14.7.8 Authorities shall set up a local appeals procedure for dealing with cases where a teacher is dissatisfied with the authority's decision as to whether it is necessary for the teacher to move home (sub-paragraph 14.7.4) or is dissatisfied with any decision of the authority made under sub-paragraph 14.7.5. In cases where there is not joint agreement locally that the authority has dealt equitably with the matters referred to in sub-paragraph 14.7.4 or 14.7.5 the teacher shall have the right to appeal to the Scottish Joint Negotiating Committee for Teaching Staff in School Education.

## **COVER AGREEMENTS**

### **Existing National Condition**

## **DUTIES AND HOURS OF WORK**

### **10.13 Absence Cover**

10.13.1 Absence cover will be provided:-

- (a) immediately in the cases of advanced notice absences of more than 3 days;
- (b) after 3 days in the case of unplanned absences.

10.13.2 These provisions represent a minimum provision and are without detriment to local agreements or arrangements.

## **APPOINTMENT PROCEDURES**

### **Existing National Condition**

## **APPOINTMENT PROCEDURES**

### **8.1 Letter of Appointment**

- 8.1.1 On appointment teaching staff shall be given a letter of appointment which shall contain particulars of the terms of employment in accordance with a model statement of terms and conditions of employment.
- 8.1.2 The teacher shall be required to signify acceptance of the appointment in writing.

## **PARTICULARS OF EMPLOYMENT**

### **Existing National Condition**

## **PARTICULARS OF APPOINTMENT**

### **8.2 Particulars of Appointment**

- 8.2.1 The terms of the Employment Rights Act 1996, as may be amended from time to time, shall be satisfied in the letter of appointment.

## **EXPENSES OF CANDIDATES FOR APPOINTMENT**

### **Existing National Condition**

## **APPOINTMENT PROCEDURES**

### **8.4 Expenses of Candidates for Appointment**

- 8.4.1 The actual travelling and subsistence expenses reasonably incurred by a candidate invited to attend for interview shall be reimbursed, after the conclusion of the interview. In the event of a candidate withdrawing the application or declining an offer of appointment on grounds which, in the opinion of the authority, are inadequate, the payment of expenses may be withheld.
- 8.4.2 These conditions should be brought to the notice of candidates when the invitation to interview is issued.

## **TRANSFER OF TEMPORARY TEACHERS TO PERMANENT STAFF**

### **Existing National Condition**

#### **APPOINTMENT PROCEDURES**

##### **8.5 Transfer of Temporary Teachers to Permanent Staff**

A teacher who is employed on the temporary staff may at any time apply for a transfer to the permanent staff and the application shall normally not be refused if a teacher has given satisfactory full-time continuous service for a period of one year. Transfer, where granted, should normally be from 1 August.

#### **Note**

Agreement has been reached by the SNCT on a Code of Practice on the use of Temporary Contracts. LNCTs shall seek to reach agreement, based on the Code of Practice, which will replace the Existing provision set out in Paragraph 8.5 above.

#### **PROMOTION PROCEDURES**

### **Existing National Condition**

#### **APPOINTMENT PROCEDURES**

##### **8.6 Promotion Procedures**

Promotion should be in accordance with a promotion scheme determined by the authority in accordance with the relevant legislation following consultation with representatives of the teaching staff.

## **STAFF DEVELOPMENT ARRANGEMENTS**

### **Existing National Conditions**

#### **POST ENTRY TRAINING**

##### **9.2 Financial Assistance**

9.2.1 Where a teacher, at the request of the authority, attends a course or classes the authority shall make payment of -

- (a) full salary;
- (b) all prescribed course fees and other approved educational expenses arising from the teacher's attendance at the course;
- (c) any reasonable sums approved by the authority in respect of additional expenditure incurred by the teacher in attending the course.

Travelling and subsistence expenses incurred under (c) above shall be in accordance with Paragraphs 14.4 and 14.6 of this Scheme.

9.2.2 The payments under sub-paragraph 9.2.1 shall be subject to the recovery of any grants receivable by the teacher from other sources. No other conditions shall be attached to these payments.

##### **9.3 Leave for Examinations**

Special leave with pay shall be granted to teachers for the purpose of sitting examinations applicable to their teaching service. Special leave, with or without pay, may be granted for the purposes of final revision in the period preceding an examination, according to the circumstances of each case.

## **SPECIFIC DUTIES AND JOB REMITS**

### **Existing National Conditions**

There is no existing provision.

### **Note**

Main duties are set out in Part 2 Section 2 (Main Duties).

## **ARRANGEMENTS FOR SCHOOL BASED CONSULTATION**

### **Existing National Conditions**

There is no existing provision.

### **Note**

The following provide material which LNCTs may wish to refer to if considering local agreements:

Appendix 1.3 – Local Framework and Recognition Procedure Agreement

Appendix 1.4 – Collegiality Code of Good Practice

Appendix 2.7 – Code of Practice on Working Time Arrangements for Teachers

## **OTHER LEAVE AND ABSENCE ARRANGEMENTS**

### **Existing National Conditions**

#### **LEAVE**

##### **11.10 Court Attendance**

- 11.10.1 A teacher receiving a summons to serve on a jury shall report the fact to the Headteacher and shall be granted special leave with pay to attend (unless exemption is secured). The teacher shall be under an obligation to reimburse the authority for any loss of earnings allowance received under the Jurors Allowance Regulations and accordingly the teacher must claim such allowance.
- 11.10.2 When required to attend for jury service a teacher shall be furnished with an official note of salary expressed in terms of a daily rate.
- 11.10.3 Where the teacher has been called as a witness by the authority the teacher shall be regarded as being on authorised school business.
- 11.10.4 Where the teacher has been called as a witness by persons other than the authority the absence will be treated as special leave with pay. The teacher shall be under an obligation to reimburse the authority for any loss of earnings allowance received during the period of absence where such a loss of earnings allowance is recoverable from the person(s) issuing the citation to attend as a witness.

##### **11.11 Health of Teaching Staff**

Teaching staff shall be entitled to take such reasonable time off without loss of pay as is required for the purpose of preventative medical examinations.

##### **11.12 Family Sickness or Bereavement**

Special leave shall be granted in accordance with the following provisions:-

- (a) in the case of absence of a teacher owing to the serious illness of a near relative, in-law, co-habitee or foster parent, the authority shall pay salary for not more than three school days;
- (b) in the case of absence through the bereavement of a near relative, in-law, co-habitee or foster parent, full salary shall be paid for not more than five school days.

### **11.13 Other Reasons**

- 11.13.1 In addition to the provisions of paragraphs 11.10 to 11.12 above, special leave with or without pay may be authorised for specified reasons at the discretion of the authority.
- 11.13.2 The Headteacher may be empowered to grant paid leave of absence within guidelines agreed by the authority for periods of two days or less, provided arrangements suitable to the authority can be made to cover the duties of the teacher seeking such leave of absence.
- 11.13.3 Other than in exceptional circumstances all applications for leave of absence for any period of more than two school days shall be made in writing to the Headteacher not less than two weeks in advance of the period of absence. When transmitting the request to the Director of Education, the Headteacher shall state if he or she approves of the request and in the event of permission being granted whether or not suitable arrangements can be made for the teacher's duties to be covered. The Director of Education shall intimate his/her decision to the teacher and state whether the leave granted is with or without pay.

## **NOTICE PERIODS**

### **Existing National Condition**

## **GENERAL PROVISIONS**

### **14.2 Periods of Notice**

14.2.1 The minimum period of notice to terminate employment to be given by a teacher on the Common Scale, a Senior Teacher or an assistant adviser, adviser or educational psychologist shall be 4 weeks, and by all other teachers, advisers and educational psychologists 8 weeks.

14.2.2 The minimum period of notice to terminate employment to be given by the authority to a teacher on the Common Scale, a Senior Teacher or an assistant adviser, adviser or educational psychologist shall be:

- 4 weeks, where service is less than 4 years,
- 1 week for each year of continuous service, where total service is at least 4 but less than 12 years, and
- 12 weeks, where service is 12 years or more.

14.2.3 The minimum period of notice to terminate employment to be given by the authority to all other members of the teaching staff, advisers and educational psychologists shall be:

- 8 weeks, where service is up to 8 years,
- 1 week for each year of continuous service, where service is at least 8 but less than 12 years, and
- 12 weeks, where service is 12 years or more.

14.2.4 These arrangements shall not prevent an authority or a teacher from giving or agreeing to give a longer period of notice than the minimum.

## **HOUSING**

### **Existing National Condition**

## **GENERAL PROVISIONS**

### **14.3 Housing**

- 14.3.1 Tenancy of a schoolhouse or other dwelling shall not be a condition of appointment or of continued tenure of any appointment for any teacher.
- 14.3.2 The authority shall not have power to specify the place or area of residence of a teacher, without prejudice to the position in relation to a residential school.

## **INDEMNIFICATION PROCEDURES**

### **Existing National Condition**

#### **Note**

Existing provision has been incorporated into Part 2 Section 9 (Other Provisions) paragraphs 9.14 to 9.17 (Payment in the event of death of disablement arising from assault).

## **DISCIPLINARY AND GRIEVANCE PROCEDURES**

### **Existing National Conditions**

#### **Note**

Part 2 Section 8 contains model disciplinary and grievance frameworks, agreed by the SNCT, which should be used to determine local agreements.

Any existing local agreements based on former SNJC (TSSE) model disciplinary frameworks remain valid until or unless a further local agreement is concluded implementing new arrangements based on the SNCT frameworks.