



Renfrewshire Council Joint Negotiating Committee for Teaching Staff

Education and Leisure Services
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5 November 2003

Dear Colleague

JNC/6(a)
PROBATIONER TEACHERS: TERMS AND CONDITIONS

The terms and conditions attached as an appendix apply to all teachers participating in the teacher induction scheme in Renfrewshire.

The terms and conditions have been agreed by the Renfrewshire Council Joint Negotiating Committee for Teachers (JNC).

Yours faithfully

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

Joint Secretaries

Enc

JNC/6(a)

My Ref: IM/BM

Your Ref:

Date:

Contact:

Dear Ms

I am pleased to inform you that you have been granted a training placement with Renfrewshire's education and leisure service. The following statement of particulars is supplied as confirmation of this offer of a training opportunity with the Council in terms of the national teacher induction scheme.

1. Name
2. Designation **Trainee Teacher**
3. (i) Date of commencement **20 August 2003**
(ii) Date of termination on or before **30 June 2004**
4. Date on which particulars given **22 December 2008**
5. Your designated school
6. **MOBILITY / TRANSFER**

Your training placement will normally be located at one establishment. However, in exceptional circumstances you may be liable to transfer to such other training placement / designated school as may be required and is deemed by the Council to be reasonable.

7. **GTC REGISTRATION**

This offer is subject to your holding provisional registration with the General Teaching Council and submitting satisfactory evidence of that registration.

8. **CALCULATION OF SERVICE**

(i) This training place is made available to you for one school session, the period detailed at paragraph 3 above, for the specific purpose of enabling you to complete your probationary training as required by the General Teaching Council.

(ii) You will be required to sign the attached agreement accepting the terms and conditions of the appointment. Expiry of the fixed term without its being renewed will not confer the right to a redundancy payment or remedies for unfair dismissal.

9. SALARY & CONDITIONS OF SERVICE

(a) During your placement with the authority your salary and conditions of service will be in accordance with the provisions contained in 'A Teaching Profession for the 21st Century' (McCrone Agreement), the scheme of salaries and conditions of service for teaching staff in school education, or as may be determined from time to time by settlement of the Scottish Negotiating Committee for teachers or as supplemented by any local agreements which have been or may be agreed through the JNC and subsequently ratified by the teachers side and the Council.

(b) Your salary on commencement of employment will be as follows:

Probationer **£18,000** Salary Point **0**

(c) Salary will be paid monthly by credit transfer and will accrue at a daily rate of 1/261 of annual salary.

(d) A copy of the Scheme of Salaries and Conditions of Service and 'A Teaching Profession for the 21st Century' is available for reference in the education and leisure personnel offices and in each of the authority's educational establishments. The authority undertakes to ensure that any future changes in these terms will be intimated within 28 days of notification of the change to the authority.

(e) You will be asked to complete a Bank Mandate form which will be sent to you with your first pay advice and return it as soon as possible to the Director of the Department of Finance and Information Technology at the office shown.

10 HOURS OF WORK

(a) The working year for trainee teachers shall consist of 195 placement days of which 190 days will coincide with the school year for pupils with the remaining 5 days being worked by the individual trainee teacher on duties as planned by the local authority (eg in-service training).

(b) The working hours of trainee teachers, under the overall direction of the head teacher, subject to the provisions of paragraph 16 below, or his/her nominee, shall be 35 hours per week and shall include a maximum of 0.7 of the class contact time applicable to the sector in which the trainee teacher is placed. The remaining time shall be available for preparation and correction (a minimum of 33.3% of actual class contact time), professional development, and a range of other activities agreed at school level.

Trainee teachers will also maintain 35 hours continuous professional development annually in line with that expected of fully qualified teachers. The protocol governing continuous professional development and support for trainee teachers will be subject to agreement reached at the JNC.

The balance of the trainee teacher's duties within the overall 35 hour week will be worked in accordance with the training establishment's extant 35 hour week agreement.

11. LEAVE

(a) Leave Year

The leave year shall commence on 1 September of each year.

(b) Entitlement

The leave entitlement of a trainee teacher in school education shall be the balance of the days beyond the teacher's working year excluding public holidays, Saturdays and Sundays. The authority shall designate 11 days as public holidays with pay in addition to the leave provided by paragraph 11 (c) below.

(c) Accrual of Annual Leave

Leave shall accrue from 1 September or from the date of the month of entry or re-entry to the service at a rate of 0.338 of a day for each day worked.

(d) Leave on Termination of a Training Placement

Where a teacher leaves the employment of the council the leave entitlement is the number of day's calculated as above less the number of days' leave already taken. Where any balance of leave cannot be taken the teacher will be paid a day's pay for each unused day of leave.

In the case of a teacher 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.

12 SUPERANNUATION ARRANGEMENTS

You are subject to the provisions of the Scottish Teachers' Superannuation Scheme, and you will contribute to the scheme at the appropriate rate. You will automatically be taken into the scheme unless you indicate that you do not wish to join. Full details may be obtained from the Scottish Public Pensions Agency, 7 Tweedside Park, Tweedbank, Galashiels, PD1 3TE.

You are entitled to opt out of the Scheme in order to make alternative pension provision at any time, since it is no longer a requirement that teachers be members of the scheme. If you wish to opt out of the Scheme, you should ask your finance and information technology payroll section for Form PEN60(T).

A contracting-out certificate, in accordance with the Social Security Pensions Act 1975, is in force in respect of the Scottish Teachers' Superannuation Scheme and in respect of the employment category into which you fall.

13. NOTICE

To terminate the training agreement, a minimum period of four weeks notice in writing must be given by either side .

NB. Standing disciplinary procedures can result in termination of this agreement without this period of notice in certain circumstances.

14. DISCIPLINE AND GRIEVANCE PROCEDURES

If you have a grievance relating to your training placement, you should notify your head teacher.

Details of the procedures for settling grievances are outlined in the Scheme of Salaries & Conditions of Service at Part 15. The head teacher will reply orally within 5 days. If dissatisfied with the reply, you may submit your grievance in writing to the head teacher (or appropriate head of service where the grievance is against the head teacher).

You may appeal against any disciplinary action taken against you. Such an appeal should be in writing to the appropriate head of service within 14 days of receipt of the confirmation of action (or director of education and leisure where the appeal is against action taken by the appropriate head of service). Details of the disciplinary and grievance procedures can be obtained from any of the authority's educational establishments or the education and leisure personnel section.

15. (I) ABSENCE DUE TO SICKNESS OR INJURY

Your entitlements during any absence due to sickness or injury are as set out in SNCT/15, National Teacher Induction Scheme 2002/2003, Terms of Training Agreement or any subsequent amendment thereto.

- (a) There will be entitlement to certain statutory benefits during absence due to sickness or injury. To qualify for the Authority's Sickness Allowance scheme a period of 18 weeks continuous service must have been completed.
- (b) There will also be a requirement to comply with the Authority's absence reporting procedure as contained in the Absence Management Policy, Teaching Staff, copies of which are held in all establishments and at education and leisure headquarters.

(II) MATERNITY LEAVE AND PAY:

Pregnant women are entitled to occupational maternity leave. Depending on eligibility they may also be entitled to receive Statutory Maternity Pay or Maternity Allowance.

(III) INABILITY TO COMPLETE THE PROGRAMME:

The Teacher Induction Scheme is a concentrated training programme. Significant absence will affect ability to achieve the Standard for Full Registration during the guaranteed placement year. See also the conditions detailed at paragraph 16 below.

16. DUTIES

Your duties will be prescribed by the head teacher / director of education and leisure or his/her nominee who will also exercise supervision of your training placement and teaching practice. Further details in connection with the training placement, including performance monitoring, will be supplied as a supplement to this statement.

In carrying out your duties you will be required to adhere to the policies of the Council including for example the " Code of Conduct for Employees".

17. COLLECTIVE BARGAINING

This authority, as your training place provider, supports the system of collective bargaining in every way and believes in the principle of solving industrial relations problems by discussion and agreement. For practical purposes, this can only be conducted by representatives of the employers and of the employees. If collective bargaining of this kind is to continue and improve for the benefit of both, it is essential that the teachers' organisations should be fully represented. Your authority is associated with other local authorities represented on the negotiating bodies dealing with teachers' salaries and conditions. It is equally sensible for you also to be in membership of an organisation representing you on the appropriate negotiating bodies (national and local) and you are encouraged to do so.

Please acknowledge receipt of this statement of particulars by completing and returning to me the enclosed form within 10 days of the date of this letter.

Yours sincerely

Shelagh Rae
Director of Education and Leisure

Enc.

Personnel Services Manager
Renfrewshire Council
Education and Leisure Services
South Building
Cotton Street
Paisley
PA1 1LE

Dear Mr Millar,

**TEACHER TRAINING PLACEMENT
EDUCATION AND LEISURE SERVICES**

I, Catherine Norrie accept the training placement with Renfrewshire Council with effect from 20 August 2003 on the terms and conditions set forth in your letter of 13 August 2003. I note that the placement will terminate on 30 June 2004 and understand that this period of service would not confer entitlement to a redundancy payment, nor will I be able to seek remedies for unfair dismissal on the expiry of this placement without it being renewed.

I understand that, in the event of my failure to complete the training placement to the necessary standard for full registration with the GTC, any further offer of a temporary or supply contract with Renfrewshire Council to assist me in reaching the necessary standard for full registration with the GTC, will be the subject of separate agreement.

I enclose evidence of current provisional registration with the General Teaching Council for Scotland.

Yours faithfully

Signed _____

Print Name _____