



SOUTH AYRSHIRE COUNCIL

**JOINT NEGOTIATING COMMITTEE
FOR TEACHERS**

**Contract of Employment / Schedule
of Terms and Conditions**

(JNCT1.18)

(Under review)

(Use this template for permanent full time and permanent part time Teacher posts – refer to add in clauses as required)

Dear XXXXXXXX

Offer of Appointment and Written Particulars of Terms of Employment

Name: XXXXXXXXXXXX
Directorate: Educational Services
Post of: XXX Primary Teacher/ Teacher of SUBJECT/Principal Teacher/
Principal Teacher of SUBJECT/ Depute Head Teacher/ Head
Teacher XXX

On behalf of South Ayrshire Council, I have pleasure in offering you a permanent **XXX** full time / part time **XXX** appointment to the above post (subject to receipt of the documents detailed in the reply form enclosed and receipt of satisfactory **XXX** references; Disclosure Scotland form; Health Questionnaire; GTCs Registration; Qualifications **XXX**). Your terms and conditions are as detailed in the attached Schedule, with the following specifics applying in your case:

1. The date of your appointment is **XXX**.
2. Date of Commencement of Continuous Service:
 - (a) Date of commencement of continuous service for statutory employment rights is **XX**.
 - (b) Date of commencement of continuous service for the purpose of calculating entitlement to annual leave, occupational sick pay and occupational maternity pay is **XXX**.
 - (c) Date of commencement of continuous service for the purpose of calculating entitlement to redundancy payment is **XXX**.
3. Your work location will be **XXX**. **(add in clause for various locations if required)**
4. Your hours of duty will be **XXX** per week, to be worked as directed by your **XXX** Head Teacher or Director **XXX** and in accordance with section 5 of the enclosed Schedule of terms and Conditions.
5. In accordance with the general conditions of service referred to above, your post is placed at Spinal Column Point **XXX** of the **XXX** [Main Grade Scale / Chartered Teacher Scale / PT Scale within the Job Sizing bracket **XXX** to **XXX** / DHT/HT Scale within the Job Sizing bracket **XXX** to **XXX XXX** and your salary will be £**XXX** per annum.

(add in clause regarding conservation if required)

(add in clause if part time / job share).

6. You will be paid monthly by credit transfer on a monthly basis.
7. The appointment is subject to your holding current registration with the General Teaching Council Scotland.
8. Welcome Event **(add in clause for new employees if required)**

Please advise **XXX** name **XXX** by return on the enclosed reply form whether or not you wish to accept this offer on the terms and conditions stated within 10 days of the date of this letter.

As a Teacher you will automatically become a member of the Scottish Teachers' Superannuation Scheme, if however, you do not wish to join the Pension Scheme you must complete form SSTS: Opt Out (Election not to Join form). This should be returned along with the enclosed reply form. (**new appointment only**)

Your income tax form P45 should be brought with you when you report for duty.

In anticipation of receiving your acceptance of the offer, may I **XXX** *welcome you to South Ayrshire Council (* **new appointment only**)/ wish you success in your new role **XXX**.

Yours sincerely

Carmen Douglas
Human Resources Manager

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Schedule of Terms and Conditions of Employment

TEACHERS IN SCHOOL EDUCATION

1. CONDITIONS OF SERVICE

Your terms and conditions of employment are in accordance with:-

- a) The provisions contained in the collective bargaining agreement of the Scottish Negotiating Committee for Teachers (SNCT) as varied by any local agreements. Your terms and conditions of employment will therefore be subject to variation by supercession as a result of changes in national and local agreements.
- b) Certain additional terms and conditions determined by South Ayrshire Council as contained in JNCT Agreements and any other policies issued by Human Resources and; subject to agreement through the local Joint Negotiating Committee.
- c) Any special conditions referred to in the covering letter.

A copy of the national collective bargaining agreement and all local agreements contained within JNCT Agreements are available for reference in each of the authority's educational establishments, Human Resources and from the *Useful Links* sections of GLOW and the WIRE.

2. CONTINUOUS SERVICE

- 2.1 For the purpose of Section 1(3) of the Employment Rights Act 1996, the Council does not recognise service with any previous employer(s) as being continuous service with the Council. However, it does recognise continuous local government service as defined in the Redundancy Payment's (Continuity of Employment in Local Government etc.) Modification Order 1999 and subsequent Amendment Orders, for the purpose of calculating entitlement to annual leave, occupational sick pay, occupational maternity pay and other entitlements.

3. ANNUAL LEAVE

3.1 Leave Year

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 except in circumstances defined in Part 2 sections 6 and 7 of the SNCT Handbook of Conditions of Service.

3.2 Annual Leave Entitlement

The annual leave entitlement of a full time teacher in school education shall be 40 days. Public holidays are included in this entitlement. Pro rata arrangements shall apply to part time staff and those employed for any part of the leave year. The annual leave entitlement is inclusive of statutory leave entitlement.

The normal pattern of annual leave will be determined by the Council, and notified to you annually, in accordance with paragraph 5.2 of the SNCT Handbook of Conditions of Service.

3.3 Appointment during the Leave Year

Either on first appointment or re-appointment to teaching service, a teacher shall for the remainder of the current leave year be entitled to and only to the remaining periods of annual leave and public holidays as determined by the Council in accordance with paragraph 5.3 of SNCT Handbook of Conditions of Service.

3.4 Accrual of Annual Leave

The leave year shall accrue from 1 September in any year until 31 August of the following year. All teachers will accrue paid leave on the basis of 0.2051 of a day for each full day worked in the school session and pro rata for each part day.

3.5 Transfer during the Leave Year

A teacher moving into the employment of South Ayrshire Council shall abide by the pattern of holidays established for that leave year irrespective of the balance of leave accrued during service with the former employing Council.

3.6 Leave on Termination of Employment

A teacher leaving the teaching profession for reasons other than dismissal for misconduct shall be granted the balance of accrued holiday entitlement before the date of termination unless, at the request of the authority or through unavoidable circumstances, such leave cannot be granted. If the balance of leave cannot be taken, the teacher shall receive one day's pay at the rate of $\frac{1}{235^{\text{th}}}$ of annual salary for each day of unused accrued leave.

Where the number of days leave already taken exceeds the teacher's entitlement then the overpayment will be deducted from their final salary.

Where a termination or resignation immediately follows a period of sickness leave or maternity leave, the calculation may include leave over more than 1 leave year as described in part 2 sections 6 and 7 of the SNCT Handbook of Conditions of Service.

4. **SICKNESS ALLOWANCES**

4.1 The provisions relating to Sickness Allowance which is payable by South Ayrshire Council are set out below. All employees must accrue a total of 18 weeks continuous qualifying Council service before being entitled to sickness allowance. This allowance is in addition to statutory provisions and employees with less than 18 weeks continuous qualifying service may be entitled to Statutory Sick Pay (SSP).

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	Full Salary for a	Half Salary for a
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from Duty	period of:	period of:
Less than 18 weeks 18 weeks but less than 1 year 1 year but less than 2 years 2 years but less than 3 years 3 years but less than 5 years 5 years or more	Nil 1 month 2 months 4 months 5 months 6 months	Nil 1 month 2 months 4 months 5 months 6 months

- 4.2 In order to qualify for payment of sickness allowance, a teacher must notify their line manager of any absence, on the 1st, 4th and 7th day of absence including the reason and likely length of absence, as soon as possible and not later than 1 hour after the normal commencement of work. Sickness allowance may be suspended if a teacher abuses the sickness scheme.

4.3 ***Managing Absence and Maximising Attendance***

South Ayrshire Council requires managers and employees to take a proactive approach to attendance at work.

Further information about the Council's Framework for maximising attendance at work and all local agreements contained within JNCT Agreements are available for reference in the authority's educational establishments, Human Resources and from the *Useful Links* sections of GLOW and the WIRE.

5. **HOURS OF DUTY**

- 5.1 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 5 days being worked by the individual teacher on duties as planned by the Council.
- 5.2 Teachers shall have a 35 hour working week, applied on a pro rata basis for teachers on part-time contracts. Within the 35 hour week, a maximum of 22.5 hours will be devoted to class contact.
- 5.3 In addition, all teachers (other than Short Term Supply Teachers) are required to undertake Continuous Professional Development (CPD). This will comprise an additional contractual commitment up to maximum of 35 hours 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 information about the 35 hour working week can be found in a copy of the JNCT Agreement which is available for reference in each of the authority's educational establishments, Human Resources and from the *Useful Links* sections of GLOW and the WIRE.

6. **WORK LOCATION**

- 6.1 Your work location will be as previously intimated to you in your Offer of Appointment.

However, you may be required to transfer from that place of work to such other place of work in the Council's service as may be considered reasonable after consultation

with you and, if necessary, your trade union. The transfer procedures are in accordance with the Council Policies as agreed by JNCT.

7. NOTICE REQUIREMENTS

- 7.1 The minimum periods of notice to be given by the Council are governed by the Employment Rights Act 1996 as follows:

<i>Continuous Service</i>	<i>Period of Notice</i>
One month or more but less than 2 years	Not less than 1 week
Two years or more but less than 12 years	Not less than 1 week for each year of continuous service
Twelve years or more	Not less than 12 weeks

- 7.2 Subject to the provisions referred to above, permanent appointments are terminable from either the Council or the employee in writing as follows:

- Unpromoted Teacher – 4 weeks
- Promoted Teacher – 8 weeks

- 7.3 Temporary appointments are terminable from either the Council or the employee in writing as follows;

<i>Continuous Service</i>	<i>Period of Notice</i>
Less than four weeks	No notice required
More than four weeks but less than 2 years	4 weeks

8. PAY FREQUENCY

- 8.1 You will be paid monthly by credit transfer as detailed in your Offer of Appointment.

9. CALCULATION OF EARNINGS

- 9.1 The daily rate of pay for teachers (permanent and fixed term) will be 1/235 of the annual rate of salary. The hourly rate of pay will be calculated on the basis of 1/1645 of the annual rate of salary.

- 9.2 Short Term Supply engaged on periods of work of 5 days or fewer will be paid on Point 1 of the Main Grade Scale. Pay will be calculated on an hourly rate and applied to the daily hours worked in accordance with Part 2, Section 3, and paragraph 3.3 of the SNCT Handbook Conditions of Service.

The methodology used to calculate a teacher's hourly/daily rate of pay is available for reference in each of the authority's educational establishments, Human Resources and from the *Useful Links* sections of GLOW and the WIRE.

10. PAY ADJUSTMENTS

- 10.1 Notification of future pay changes will be contained in your pay slip.

In the unlikely event of any overpayments being made to you due to any error, these will be recovered directly from your pay after consultation with you, and if necessary, your trade union. Similarly, repayment of any underpayments will be made directly into your pay.

In this connection it is incumbent on you to notify Human Resources immediately, if you suspect any errors in payment whether these are under or overpayments.

11. PENSION SCHEME

- 11.1 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, TD1 3TE

You are entitled to opt out of the scheme and to make alternative pension provision at any time, since it is not a requirement that teachers be members of the Scheme. If you wish to opt out of the Scheme, you should request Form SSTS: Opt Out from Human Resources.

A contracting-out certificate, in accordance with Part III of the Pensions Schemes Act 1993 is in force as regards the Scottish Teachers' Superannuation Scheme and therefore in respect of the employment category into which you fall.

12. RETIREMENT

- 12.1 South Ayrshire Council does not operate a set retirement age. Accordingly, if you wish to retire, you are required to give a minimum period of contractual notice as set out in section 7 above. If you are a member of the Scottish Teacher's Superannuation Scheme you are required to give a minimum of 3 months' notice to ensure that retirement arrangements are in place at your date of retirement. Teachers have the option for an actuarially reduced pension, for full details about eligibility please contact Scottish Public Pensions Agency on **01896 893000**. Alternatively you can visit their website at www.sppa.gov.uk

13. GRIEVANCE PROCEDURES

- 13.1 If you have a grievance relating to your employment, you should notify your Line Manager.

Details of the Council's Grievance Procedures and all local agreements contained within JNCT Agreements are available for reference in each of the authority's educational establishments, Human Resources and from the *Useful Links* sections of GLOW and the WIRE.

14. DISCIPLINARY PROCEDURES

- 14.1 Details of the Council's Disciplinary Procedures and all local agreements contained within JNCT Agreements are available for reference in each of the authority's educational establishments, Human Resources and from the *Useful Links* sections of GLOW and the WIRE.

15. **EQUAL OPPORTUNITIES**

- 15.1 The Council is an Equal Opportunities employer and the Council's Equal Opportunities policy as agreed by JNCT aims to tackle all forms of discrimination and remove any barriers that affect the way disadvantaged groups and individuals get access to opportunities. We want to ensure that all parts of Council Policy, from the way we deliver services to the way we employ people, meet legal requirements and best practice standards.

We are committed to tackling all forms of unfair discrimination, including age, disability, gender, race, sexual orientation and religion or belief. We will regularly monitor and report on the effectiveness of our policy and review services to ensure that we meet our objectives.

Full details of the Council's Equal Opportunities policy are available for reference in each of the authority's educational establishments, Human Resources and from the *Useful Links* sections of GLOW and the WIRE.

16. **DUTIES OF POST**

- 16.1 The duties applicable to your post are outlined in your Job Description and by the Head Teacher, Director or such other person acting on their behalf who will also exercise supervision over your duties and responsibilities. These duties are prescribed in accordance with Part 2; Section 2, Main Duties of the SNCT Handbook of Conditions of Service.

17. **COLLECTIVE BARGAINING**

- 17.1 South Ayrshire Council, as your employer, 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 employer and of employees. If collective bargaining of this kind is to continue and improve for the benefit of both, it is considered desirable that teachers' organisations should be fully representative. The Council and the teacher organisations will deal with a range of appropriate matters through South Ayrshire Council's Joint Negotiating Committee for Teachers. Your Council is associated with other local authorities represented on the national negotiating bodies dealing with teachers' salaries and conditions. It is equally sensible for you to be in membership of an organisation representing you on the appropriate negotiating bodies (national and local) and you are encouraged to do so. Details of the Trade unions on the appropriate negotiating body are available from Human Resources.

18. **CHANGES TO TERMS AND CONDITIONS**

- 18.1 Future changes in terms and conditions of employment recorded in the collective bargaining agreement of the Scottish Negotiating Committee for Teachers (SNCT) as varied by any local agreements ratified by the Local Joint Negotiations Committee will be documented and made available on the South Ayrshire Council intranet. Your terms and conditions will be deemed to have changed accordingly.

Notification of such changes will be either in writing directly to you, through your payslip, the Council's intranet or by such other method as deemed appropriate.

Any queries relating to your terms and conditions of employment should be raised with your Head Teacher in the first instance.

19. FLEXIBLE WORKING POLICIES

- 19.1 The Council recognise the difficulties that many employees have in balancing work requirements with personal, including family, commitments. As a result, the Council has introduced a range of policies that assist and offer choices to employees when faced with balancing "work-life" issues.

Full details of the Council's Flexible Working policy are available for reference in each of the authority's educational establishments, Human Resources and from the *Useful Links* sections of GLOW and the WIRE.

20. TRAVEL AND SUBSISTENCE

- 20.1 Travelling and subsistence expenses incurred while on official duty will be reimbursed in accordance with the Council's Travelling Expenses and Subsistence Allowance Scheme as agreed by JNCT. Full details of the Travel and Subsistence policy are available for reference in each of the authority's educational establishments, Human Resources and from the *Useful Links* sections of GLOW and the WIRE.

21. CHANGES OF HOME ADDRESS/TELEPHONE NUMBER

- 21.1 Any alteration to your personal details; home address, telephone number, emergency contact details and bank account details etc. must be notified in writing to Human Resources, with a copy sent to your Line Manager where applicable.

22. HEALTH AND SAFETY

- 22.1 The Council recognises its responsibility to guarantee, as far as is reasonably possible, the health, safety and welfare of all its employees. In order to achieve the aims of the policy on Health and Safety we will set targets and performance standards, undertake risk assessments, assess training needs, provide training and ensure that the necessary resources are available for health and safety. In addition we will regularly monitor and report on health and safety issues to ensure that we meet our targets and standards.

Under the remit of Health and Safety we have introduced a range of additional policies to ensure the health, safety and welfare of our employees including dealing with stress, respect at work, and personal safety.

Full details of the Health and Safety policies are available for reference in each of the authority's educational establishments, Human Resources and from the *Useful Links* sections of GLOW and the WIRE.

23. NO SMOKING IN THE WORKPLACE

- 23.1 The Council, in recognition of the health risks associated with smoking, not only for smokers but also for passive smokers, operates a no smoking policy. This policy applies to all workplaces, public buildings and Council vehicles. Full details of the policy are available from Human Resources.

24. CODE OF CONDUCT

- 24.1 The Council has adopted a Code of Conduct which sets out the minimum standards expected of all employees. It is a condition of employment that you comply with the Code, however should you have any difficulties in meeting the standards of the Code; you should approach your Line Manager, a member of Human Resources or trade union representative for advice and assistance. All employees will be issued with a copy of the Code of Conduct with their Offer of Appointment letter.
- 24.2 Corporate Parenting/Child Protection is the responsibility of every employee involved in working with protected vulnerable groups. As such, if you have concerns about a child or a young person's welfare you have duty to share and report this concern with an appropriate person, e.g. Line Manager or Child protection Co-ordinator. Further information is available from South Ayrshire Council's website; www.south-ayrshire.gov.uk/childprotection/
- 24.3 The Council has also adopted other agreed codes of practice for specific activities which are issued to employees as appropriate and expected to comply with.

25. **PAYMENT OF COUNCIL TAX**

- 25.1 The Council has a duty to protect the public funds it administers and to this end, may use the information you have provided for payroll purposes within the Council to ensure proper and appropriate control of public funds.

Consequently, Finance will wish to match employee records from the payroll system to the unified benefits system and to Council Tax records for which warrants have been issued.

26. **DATA PROTECTION ACT 1998**

- 26.1 The Data Protection Act 1998 ensures the protection of individuals whose personal data is held or processed by the Council. As an employee of the Council, you may have access to personal information in the course of your duties. In terms of the Act, you are bound to process all personal information fairly and lawfully and in accordance with the statutory rights of the individual. You must ensure that no personal information is disclosed unless a legitimate right of access exists. If you are unsure as to the correct method of dealing with a request for personal information, you should seek the advice of your line manager. Under no circumstances should you disclose personal information unless either you are satisfied that a legitimate right of access exists or your line manager has authorised the disclosure.

The above summary of your terms and conditions of service is prepared for guidance only and should not be interpreted to supersede the national collective bargaining agreement of the Scottish Negotiating Committee for Teachers (SNCT) as varied by any local agreements as referred to in paragraph 1 of this Schedule.

Useful Links;

GLOW: Education Scotland online Service; <https://portal.glowscotland.org.uk/>

WIRE: <http://ww6.south-ayrshire.gov.uk/>