



**SOUTH AYRSHIRE COUNCIL**

**JOINT NEGOTIATING  
COMMITTEE FOR TEACHERS**

**Absence Cover Agreement  
(JNCT 1.19)**

## 1. INTRODUCTION

For the period of its duration, this new agreement will replace existing national agreements relating to absence cover. Each school will determine its own policy in relation to the provision of cover. As indicated in the agreement, it is important that all members of staff should be consulted on this matter and that staff should be given up-to-date information throughout the session regarding the use of the budget. The head teacher, as the person responsible to the authority, retains the right to make decisions in relation to this aspect of the management of the school.

A copy of the school's policy document should be forwarded annually to the Director of Educational Services

The agreement provides for the delegation of a staff replacement cost budget to each primary, secondary, nursery and special school. The budget, which is proportionate to the number of teaching staff on the complement of the school, is designed to provide for the purchase of short-term supply cover. Schools will, no doubt, use a large part of their budgets to cover for staff absence due to illness, attendance at in-service training, etc. It is, however, also perfectly legitimate to use the budget to release teaching staff for other professional activities in connection with the work of the school.

Experience of operating this system indicates that very few schools will experience difficulty in meeting their requirements from within the resources provided for them. There may, however, be a small number of cases where factors such as exceptional levels of illness among staff will mean that the budget cannot cope with all the demands made upon it. In such circumstances the Head of School and Service Management may supplement the school's resources but only after careful investigation to ensure that the budget has been properly managed at school level.

The agreement will operate on a financial year basis. A sum will be delegated to you for the full financial year. This full year figure is shown in your revenue budget book.

## 2. EMPLOYMENT GUARANTEE

The Council agrees to maintain appropriate teaching staffing standards in line with its commitment to raising attainment and will make every effort to ensure that no permanent teaching staff will be made compulsorily redundant during the period of the agreement.

## 3. ADDITIONAL RESOURCES

The Council will endeavour to continue to provide resources at the level established in the previous financial year.

## 4. ABSENCE COVER

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

A General

The McCrone agreement stipulates that cover arrangements are a devolved issue to be agreed by South Ayrshire's Joint Negotiating Committee for Teachers:

- (a) School arrangements for the provision of cover should be determined by the head teacher following open and genuine consultation with all staff, including trade union representatives, as follows:
  - i. there must be formal consultation involving all staff, allowing time for consideration of detailed proposals,
  - ii. each school should have written school policy document A copy of which should be forwarded to the Head of School and Service Management
  - iii. there must be regular dissemination of information in relation to the budget, reasons for absence and staff usage,
  - iv. each school must have an agreed monitoring procedure involving regular consultation with staff, including trade union representatives, and
  - v. absence cover arrangements should be reviewed on a regular basis during the school session.
- (b) Through the consultation process schools determine a normal maximum affordable level of absence due to factors such as in-service training. Any such level would require to reflect the extent of staffing about basic standards, fluctuations in workload throughout the year and the school's budgetary position.
- (c) Maximum class contact time and preparation and correction time should always be respected.
- (d) Internal cover duties should be distributed on an equitable basis, having regard to the respective workloads of all staff.
- (e) Promoted staff should normally receive the appropriate amount of management time.
- (f) The timetable commitments of staff who may not have prime responsibility for a class but who do have contractual duties in areas such as bilingual support, EAL, home-link and pupil support should normally be respected.
- (g) The regular timetabled class commitments of staff appointed on a flexibility basis should normally be respected.
- (h) In primary schools the splitting of classes should be avoided and only resorted to in exceptional circumstances.

- (i) In secondary schools the amount of cover to be provided internally should take account of fluctuations in workload over the school session.

**B Primary / Nursery Schools**

1. Each school will be delegated a budget, proportionate to its complement of teaching staff, from which it will be expected to finance such provision of supply staff as might be felt necessary in respect of:
  - (a) periods of absence not referred to in section 2 below,
  - (b) internal re-arrangements of class commitments necessitated by staff development or similar causes
2. Resources will be retained centrally in order to finance the provision of:
  - (a) cover from the first day of maternity leave;
  - (b) cover from the first day of a period of foreseen long-term absence (i.e. absence indicated by medical certificate or similar document as likely to extend beyond the period stated in section 3 below);
  - (c) cover for long-term absence, other than on account of maternity, in accordance with the terms of section 3 below;
  - (d) cover for absence on account of trade union duties falling within the scope of the authority's agreement with teachers' trade unions;
  - (e) cover for jury duty after the third day of absence;
  - (f) cover, considered necessary following discussion between the head teacher and the Senior Education Manager (Staffing) for absence resulting from participation in the work of the LTS, GTC or other similar national body;
  - (g) cover, considered necessary following discussion between the head teacher and the Senior Education Manager (Staffing), for absence resulting from participation in the work of the authority, for example as a member of an appointments committee; and
  - (h) cover in other circumstances where the Head of School and Service Management is satisfied that an undue burden might otherwise be placed upon the school.
3. For the purposes of clauses 2(b) and 2(c) above, cover shall be funded centrally on the following basis:
  - (a) Arrangements for the provision of immediate cover may be made on an exceptional basis by the Head of School and Service Management in respect of schools where all teaching staff are full-time class committed;

- (b) Long-term absence cover will be funded centrally from the day following the day shown in column 2 (i.e. maximum length of short-term absence) below, FTE Teaching Complement comprises of basic staffing entitlement including Pre-5 teaching staff, Reduction in Class Contact Time and PT Management Time:

TEACHING COMPLEMENT (FTE)	MAXIMUM LENGTH OF SHORT-TERM ABSENCE
1-4.9	4
5-5.9	5
6-6.9	6
7-7.9	7
8-8.9	8
9+	9

C Secondary

1. Each school will be delegated a budget, proportionate to its complement of teaching staff, from which it will be expected to finance such provision of supply staff as might be felt necessary in respect of:
  - (a) periods of absence not referred to in section 2 below and not exceeding 20 consecutive working days; and
  - (b) facilitating internal re-arrangements of timetabled commitments necessitated by staff development, internally determined examination arrangements or similar causes.
2. Resources will be retained centrally in order to finance the provision of:
  - (a) cover from the first day of maternity leave;
  - (b) cover from the first day of a period of foreseen long-term absence (ie absence indicated by medical certificate or similar document as likely to extend beyond 20 days);
  - (c) cover for long-term absence from the 21st day of any single absence;
  - (d) cover for absence on account of trade union duties falling within the scope of the authority's agreement with teachers' trade unions;
  - (e) cover for jury duty after the third day of absence;
  - (f) cover, considered necessary following discussion between the head teacher and the Senior Education Manager (Staffing), for absence resulting from participation in the work of the SQA, LTS, GTC or other similar national body;
  - (g) cover, considered necessary following discussion between the head teacher and the Senior Education Manager (Staffing) for

absence resulting from participation in the work of the authority, for example, as a member of an appointments committee; and

- (h) cover in other circumstances where the Head of School and Service Management is satisfied that an undue burden might otherwise be placed upon the school.

#### D Special Schools

The arrangements indicated above in relation to primary schools will apply also to special schools except that in the case of a large special school dealing exclusively with pupils of secondary school age, it will be open to the Head of School and Service Management to determine that the secondary school arrangements will apply.

Secondary schools with “special units” should apply secondary school arrangements.

#### E Collaboration

It will be open to groups of schools to manage their absence cover budgets on a collaborative basis. Collaboration will be subject to the consultation arrangements already identified under 4A.

#### F Resources and Virement

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

Primary	5 fixed days + 2.8 days
Secondary	2.1 days
Nursery	2.8 days
Special	5 fixed days + 2.8 days (unless designated as a secondary school)
Secondary Inclusion Units	2.1 days

- (e) This financial allocation will cover the financial year 1st April, 2012 to 31st March, 2015.
- (f) The budgetary resource is intended to satisfy, within the terms of the agreement, each school's absence cover requirements. Prior to the end of the financial year schools will have the opportunity to make alternative use of any unspent resources from the budget originally allocated. Through the consultation process schools will be able to exercise the following options:
  - i devote the resources to alternative uses such as the purchase of additional staff development or classroom supplies;
  - ii carry forward a surplus into the following financial period; and
  - iii some combination of i and ii above

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

#### 4. **MONITORING**

The effects of the agreed arrangements will be rigorously and regularly monitored on a joint basis through the Joint Negotiating Committee for Teachers.