

Scottish Negotiating Committee for Teachers

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Dear Sir/Madam

SNCT/34
NATIONAL TEACHER INDUCTION SCHEME
TERMS OF TRAINING AGREEMENT

1. The Scottish Negotiating Committee for Teachers (SNCT) has reached agreement on a training agreement which contains the core conditions of service for probationer teachers.
2. The terms of the training agreement are set out in the Annex to this circular.
3. This circular replaces SNCT/15.

Yours faithfully

Lynne Dickson (Employers' Side)
Drew Morrice (Teachers' Panel)
Stephanie Walsh (Scottish Executive)

Joint Secretaries

To: Chief Executives
Directors of Education
Directors of Personnel

c.c. Directors of Finance

NATIONAL TEACHER INDUCTION SCHEME

TERMS OF TRAINING AGREEMENT

1. DATE OF COMMENCEMENT

The training placement is for one school session.

2. GTC REGISTRATION

Placement is subject to provisional registration with the General Teaching Council for Scotland.

3. SALARY AND METHOD OF PAYMENT

Salary will be as agreed by the Scottish Negotiating Committee for Teachers; a copy of all SNCT circulars is available in each of the Authority's schools and education establishments. Entrants to the scheme will be placed on the point 0 of the scale.

For administrative and payroll purposes payment will be by Credit Transfer in monthly instalments. Salary will accrue at a daily rate of 1/261 of annual salary.

4. HOURS OF WORK

(a) The Teacher Induction Scheme will correspond with the working year for teachers and will normally consist of 195 placement days.

(b) In accordance with the terms of the SNCT agreement "A Teaching Profession for the 21st Century" hours will be as follows:

i) 35 hours per week under the overall direction of the head teacher

ii) The maximum class contact time during your placement will be:

From August 2004

16.45 hours (Primary and Secondary)

15.75 hours (Special)

From August 2006

15.75 hours (All sectors)

- iii) 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.
- (iv) An additional contractual 35 hours of CPD per annum has been introduced for all teachers. This also applies to participants in the Teacher Induction Scheme.

5. ACCRUAL OF HOLIDAY ENTITLEMENT

Leave shall be accrued on the basis of 0.338 of a day for each day worked.

6. LEAVE ON TERMINATION OF PLACEMENT

If the placement is terminated before completion, leave entitlement shall be the number of days leave calculated as above less the number of days leave already taken. Where a placement is terminated for reasons other than gross misconduct or incompetence, teachers will be granted the balance of accrued holiday entitlement before the date of termination unless, at the instance of the authority or through unavoidable circumstances, such leave cannot be granted. If the balance of leave cannot be taken, one day's pay (1/261 of annual salary) for each day of unused accrued leave will be paid.

7. ABSENCE DUE TO SICKNESS OR INJURY

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.

There will also be a requirement to comply with the Authority's absence reporting procedures as outlined below:

(Each Authority to complete as appropriate – sample provided below:)

- To qualify for statutory benefit/sickness allowance, probationers must notify the Head Teacher of any absence, including the likely reason and likely length, as soon as possible, and normally not later than 1 hour after the normal commencement of work.
- If an absence continues to a fourth day, the Head Teacher must be notified of the continuing absence and whether the period of absence is likely to continue beyond a seventh day. Where this is the case, a self-certification form will be sent for completion and return.
- If an absence lasts for a total of 7 days or less, self-certification form must be completed on return to work.
- If an absence extends beyond 7 days, a Med/3 certificate must be obtained from a medical practitioner for the period of absence concerned.

- If the Head of Service considers it necessary, there may be requirement to submit to a medical examination by the Council's Occupational Health Adviser.

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. Discussions about future options will take place if anyone is unable to complete the programme.

8. 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.

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9. NOTICE REQUIREMENTS

To terminate the training agreement, a minimum period of four weeks notice in writing is required by either side.

10. SUPERANNUATION ARRANGEMENTS

Probationers will be subject to the provisions of the Scottish Teachers' Superannuation Scheme and will contribute to the scheme at the appropriate rate. Probationers will automatically be taken into the scheme unless they indicate that they do not wish to join.

There is an entitlement to opt out of the scheme and to make alternative pension provision at any time, since it is not a requirement to be a member of the Scheme. If anyone wishes to opt out of the Scheme, they should ask for Form 60(T).

11. GRIEVANCE PROCEDURES

If anyone has a grievance relating to a placement, they should notify their Head Teacher*.

Details of the grievance procedures may be obtained from any of the authority's educational establishments or from the Education Personnel Section*.

12. DISCIPLINARY PROCEDURES

Probationers will be subject to the terms and conditions of ** Council's disciplinary policy throughout the period of the placement. Details of the disciplinary procedures may be obtained from any educational establishment or from the Education Personnel Section*.

13. COLLECTIVE BARGAINING

This authority 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 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. Authorities are associated with other local authorities represented on the national negotiating bodies dealing with teachers' salaries and conditions. It is equally sensible for probationers to be in membership of an organisation representing them on the appropriate negotiating bodies (national and local) and they are encouraged to do so.

14. TRAVEL AND SUBSISTENCE

Travelling and subsistence expenses incurred while on official duty, and during the course of attendance at Parents' Evenings or during extra curricular activities, will be reimbursed in accordance with the authority's Travelling Expenses and Subsistence Allowance Scheme. Full details are available in each of the Authority's educational establishments and in the Education Personnel Section*.

15. OTHER TERMS AND CONDITIONS

All other terms and conditions appropriate to the National Teacher Induction Scheme will be as contained within the Scheme of Salaries and Conditions of Service as amended by circulars issued by the Scottish Negotiating Committee for Teachers.

(Other sections may be added to meet local authority circumstances
e.g. Smoking Policy, Code of Conduct, etc.)
