

EAST AYRSHIRE COUNCIL

JOINT NEGOTIATING COMMITTEE FOR TEACHERS – 5 OCTOBER 2005

JNCT CIRCULAR 10:

**ABSENCE COVER ARRANGEMENTS FOR TEACHERS IN PRIMARY,
SECONDARY AND SPECIAL SCHOOLS**

This paper outlines the terms of an agreement reached within the Joint Negotiating Committee for Teachers

EMPLOYMENT GUARANTEE

The Council agrees to maintain its teaching staffing standards and to ensure that no teachers will be made compulsorily redundant during the period of the agreement.

ADDITIONAL RESOURCES

The council will continue to provide resources at the level established in 1998/99.

35 HOUR WORKING WEEK

The arrangements described within this circular will be interpreted at school level within the context of the 35 hour working week as defined in "A Teaching Profession for the 21st Century", the relevant SNCT circulars and those agreed in the East Ayrshire Council Joint Negotiating Committee for Teachers.

ABSENCE COVER

Altered absence cover arrangements for teachers 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, secondary and special schools respectively.

A. General

Schools will not be bound by the terms of SJNC Circular SE48 (ie 3 day cover) but will be required to abide by the following guidelines:

- (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 a written school policy document,
 - 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 should 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 above basic standards, fluctuations in workload throughout the year and the school's budgetary position.
- c) Contractual non-contact 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 timetabled commitments of staff who may not have prime responsibility for a class but who do have contractual duties in areas such as bilingual support, home-link and learning support should normally be respected.
- g) The regular timetabled class commitments of staff appointed on a flexible 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 staff should receive time, in addition to contractual non-contact time, to allow for attendance at programmed departmental meetings. Both non-contact time and departmental meetings should be scheduled in units of not less than 30 minutes (approximately) duration.
- j) In secondary schools the amount of cover to be provided internally should take account of fluctuations in workload over the school session.

B. Primary 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 (ie 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 relevant Authority chief officer, for absence resulting from participation in the work of the Learning and Teaching Scotland, GTCS or other similar national body,
 - g) cover, considered necessary following discussion between the head teacher and the relevant Authority chief officer, 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 relevant Authority chief officer 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 relevant Authority chief officer 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 (ie maximum length of short-term absence) below:

FTE TEACHING MAXIMUM LENGTH OF COMPLEMENT	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;
 - b) facilitating internal re-arrangements of time tabled 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 as defined in Standard Circular No. 46;
 - e) cover for jury duty after the third day of absence;
 - f) cover, considered necessary following discussion between the head teacher and the assistant director, for absence resulting from participation in the work of the SQA, Learning & Teaching Scotland, GTCS or other similar national body;
 - g) cover, considered necessary following discussion between the head teacher and the Senior Depute relevant Authority chief officer 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 relevant Authority chief officer 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 relevant chief officer of the Authority to determine that the secondary school arrangements will apply.

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

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 relevant chief officer of the Authority.

b) The arrangements outlined in this section apply to all schools.

c) Schools will be reimbursed for any outlay on absence cover which, in terms of the agreement, should have been the subject of authority funding.

d) Where the authority is liable to fund cover in relation to any absence it will continue to have responsibility for the funding of any replacement cover.

e) 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, any additional staffing provided in relation to areas of deprivation and any additional staffing provided from Authority flexibility. Schools will receive a financial allocation equivalent to a number of days of cover per teacher as indicated below:

Primary	4.0 days
Secondary	3.0 days
Special	4.0 days (unless designated as a secondary school)

f) This financial allocation will cover the full financial year.

g) 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 unspent resources up to a limit of 15% of 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; or

iii) some combination of i and ii above

It should be noted that, as arrangements for virement will be made in advance of the need 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.

MONITORING

The effects of the agreed arrangements will be rigorously and regularly monitored on a joint basis through the joint consultative committee and its absence cover monitoring sub-group.

DURATION OF AGREEMENT

The agreement will last in the first instance for the financial year 2005/2006. It is, however, likely that the arrangements will remain in force thereafter.

John Mulgrew
Executive Director of Educational and Social Services

22 September 2005