

THE MORAY COUNCIL
STATEMENT OF GENERAL TERMS AND CONDITIONS OF EMPLOYMENT
TEACHING & ASSOCIATED PROFESSIONAL STAFF

1 GENERAL

The general terms and conditions of employment are in accordance with the collective bargaining agreement negotiated and agreed by the Scottish Negotiating Committee for Teachers and associated Professional Staff* as adopted by The Moray Council, and subject to certain modifications locally negotiated and agreed with representatives of Teachers' Unions.

Official copies of the Scheme of Salaries and Conditions of Service and local modifications are available for reference and inspection at each of the Authority's schools and within Education & Social Care and Human Resources, The Moray Council, High Street, Elgin, IV30 1BX.

The membership of the SNCT and those SNCT Agreements and local collective agreements currently affecting your Terms and Conditions are given in Appendix A.

(* herein after referred to within this document as Teachers)

2 GENERAL TEACHING COUNCIL

Any appointment to the teaching staff of The Moray Council is subject to the employee being currently and appropriately registered with the General Teaching Council for Scotland, and maintaining registration year by year.

3 FREQUENCY OF PAYMENT

For **permanent & temporary teachers** payment will be on the last teaching day of each month, with the exception of July when payment will be made on the last banking day of that month.

For **supply teachers** payment will be made in the middle of each month, the exact dates for payment being determined at the beginning of each session.

4 TRANSFER OF STAFF

The Authority reserves the right to transfer unpromoted teachers to comparable duties in another school or department as the exigencies of the service require, and in accordance with the agreed transfer policy.

5 WORKING YEAR AND HOURS

The working year and working hours are as laid down in the collective bargaining agreement negotiated and agreed by the Scottish Negotiating Committee for Teachers and are set out in Appendix B.

6 INCREMENTAL PROGRESSION

All teachers on the main grade scale are entitled to a salary increment as at 1 August provided they have 26 weeks qualifying service in the proceeding salary year.

7 ANNUAL LEAVE ENTITLEMENT

The standard annual leave entitlement for teachers is 40 days per annum. In addition, 26 days are regarded as school closure days. These days will be agreed by the Local Negotiating Committee for Teachers (LNCT) on an annual basis.

Part-time staff are entitled to annual leave on a proportionate basis.

Teaching staff shall accrue leave on the basis of 0.2051 of a day for each day worked, pro-rata for each part day worked. Payment for leave accrued on a short term supply basis will be made in the same month as the supply hours are paid. Payment for leave accrued on a fixed term temporary basis will be made in the term following a school holiday period, the dates of which are determined by the Authority. The leave year runs from 1 September to 31 August.

In the case of a teacher who leaves the service part-way through the leave year, leave entitlement will be based on the number of days calculated using the above method less the number of days leave already taken. Where necessary, adjustment to pay may be made to take account of any outstanding or excess leave taken.

8 PERIOD OF NOTICE

(i) Notice to terminate employment is required, in writing, on either side as detailed below:-

Unpromoted Teachers

You are required to provide a minimum of four working weeks' notice if you are resigning from your position. Except in the case of summary dismissal, the council may terminate your employment by providing the following minimum periods of notice:

- Four working weeks, where service is less than four years,
- One week for each full year of continuous service, where total service is at least four but less than twelve years, and,
- Twelve weeks, where service is twelve years or more.

Promoted Teachers

You are required to provide a minimum of eight weeks' notice, which must include four working weeks, if you are resigning from your position. Except in the case of summary dismissal, the council may terminate your employment by providing the following minimum periods of notice:

- Eight weeks where service is up to eight years, including four working weeks,
- One week for each year of continuous service, where total service is at least eight but less than twelve years, and
- Twelve weeks, where service is twelve years or more.

In general, supply teachers are appointed to cover periods of absence of permanent teachers, eg because of illness, etc. There is no entitlement to notice until 4 weeks continuous service has been completed under each contract. Thereafter, one weeks notice shall be required to terminate the contract from either the Council or yourself. Notice may be given by the Council either verbally or in writing. For contracts of less than 4 weeks, employees shall be given an indication of the likely duration at the beginning of the contract and will be given as much notice as practicable of the contract ceasing.

9 SUPERANNUATION SCHEME

All appointments will be subject to the terms of the Scottish Teachers' Superannuation Scheme as prescribed from time to time by regulations made by the Secretary of State, unless you positively elect in writing not to join, or to opt out. General details of the Scheme are contained in the explanatory guide available from Human Resources, or directly from the Scottish Public Pensions Agency, Teachers Branch, 7 Tweedside Park, Galashiels, TD1 3TE.

10 SICKNESS ABSENCE

Absence due to sickness must be reported to your "supervisor" immediately. If your absence lasts between 1 and 7 calendar days you must complete an Authority's self-certificate on your return to work. When you know your absence will last more than 7 calendar days you must obtain, complete and return a self-certificate for the first 7 days and, on the 8th day, obtain a sick note from your Doctor and send it to your "supervisor" immediately.

If you are in receipt of NI sickness benefit you should forward from BS12 and any other forms detailing benefits received to your "supervisor" or, if requested, to the Payroll Section to enable your entitlement to sick pay to be correctly assessed.

11 SICK PAY SCHEME

Teachers are required to accrue a total of 18 weeks continuous qualifying local authority service before being entitled to the authority's occupational sickness allowance. Continuity of qualifying service is deemed to be broken where a break exceeds 2 weeks.

A teacher absent from duty on account of illness or injury shall receive, in any one period of 12 months, illness allowance at full or half pay as appropriate in accordance with the following scale:-

Service	Full Salary	Half Salary for
Less than 18 weeks	Nil	Nil
18 weeks but less than 1 year	1 month	1 month
1 year but less than 2 years	2 months	2 months
2 years but less than 3 years	4 months	4 months
3 years but less than 5 years	5 months	5 months
5 years or more	6 months	6 months

Any newly qualified teacher will have until 1 November of the year following their entry to the Induction Scheme to secure a first teaching appointment without having to re-qualify for sickness allowance.

Full sickness allowance will include any entitlement to statutory sick pay. If any employee is excluded from SSP, full sickness allowance shall be a sum which, when added to any benefits payable under the NI Acts shall secure to the teacher a sum equal to full normal pay. Half pay allowance will be in addition to any SSP or NI sickness benefit, provided that the combined payment does not exceed normal full pay.

The full provisions relating to the Sick Pay Scheme are contained in the collective bargaining agreement negotiated and agreed by the Scottish Negotiating Committee for Teachers a copy of which is available for reference at each of the Authority's schools and within Education & Social Care and Human Resources.

12 EMPLOYEE CODE OF CONDUCT

The public is entitled to expect the highest standards of conduct from all employees of the Council, and employees should meet these expectations by ensuring their conduct is above reproach. The Moray Council's Code of Conduct for Employees gives guidance on the standards of conduct expected of **all** Council employees. Employees are expected to familiarise themselves with the provisions of the Code, and to ensure that their actions comply with it. A copy of the Code is enclosed for this purpose.

13 DISCIPLINARY PROCEDURES

The Council recognises that disciplinary rules and codes are essential for the conduct of the Council's affairs and for the safety and well-being of all employees and others affected by their activities. Equally, it is essential to have a recognised disciplinary procedure to be applied whenever an employee's conduct or approach to work warrants disciplinary action.

The Council's Disciplinary Procedure for Teaching Staff ensures that disciplinary action is applied fairly and equitably, specifies what action may be taken (eg warnings, suspension, dismissal) and the subsequent appeals procedures. You do have the right to appeal, in writing if you are dissatisfied with any disciplinary decision relating to you. A copy of the Disciplinary Procedure is available for reference in each of the Authority's schools.

14 GRIEVANCE PROCEDURE

The Grievance Procedure for Teaching Staff was established to ensure that where grievances exist that are settled as quickly and as close to the point or origin as possible. Any employee with a grievance should, in the first instance, discuss it with his/her immediate supervisor (Head Teacher or Director of Education & Social Care as the case may be). A copy of the Grievance procedure is available for reference in each of the Authority's schools.

15 RESTRICTIONS ON OUTSIDE WORK

Your salary will be all inclusive and any fees, commissions or other payments received by you in consequence of you acting as an officer of the Council shall, unless the Council otherwise direct, be credited to the Council. The Council will not normally restrict whole time employees from undertaking work with other employers provided such work does not conflict with their paid employment with the Council, impair in any way the performance of their Council duties, or involve the use of materials, equipment or tools belonging to the Council. Employees should seek advice from their line manager if they are in any doubt.

16 TRADE UNION MEMBERSHIP

The Council 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 the employees and it is essential for employees' organisations to be fully representative. This Authority is associated with other Local Authorities represented on the negotiating body dealing with teachers' salaries and conditions. You are therefore encouraged to be in membership of an organisation representing you in the appropriate regional and national bodies.

17 HEALTH AND SAFETY POLICY

The Moray Council accepts its responsibilities under the Health and Safety at Work etc Act 1974 and will endeavour to conduct its activities without risk to the health and safety of employees or to the general public. The Council undertakes to provide training and instruction to enable employees to fulfil their tasks competently and safely. The Council will co-operate with properly appointed safety representatives and will consult its employees through properly established safety committees. Individual Heads of Departments are responsible for implementing the Council's safety policy within their department. Employees are reminded to take reasonable care for their own health and safety and that of others who may be affected by employees' activities. The Council's Health and Safety Policy Statement will be drawn to the attention of all employees, as will relevant departmental safety statements and instructions.

The Council has adopted a "No Smoking" policy, and therefore, smoking is only allowed in designated areas.

18 MATERNITY PROVISIONS

An employee is entitled to maternity leave and to maternity pay in accordance with current legislation and the Scheme of Salaries and Conditions of Service for Teaching Staff in School Education provided she fulfils certain conditions. An employee who wishes to take advantage of these provisions is advised to seek further information from Human Resources as early as possible in the known period of pregnancy.

19 REDUCED RATE NATIONAL INSURANCE CONTRIBUTIONS (married women)

Women who pay Reduced Rate NI Contributions immediately lose this right if their marriage ends in divorce or by annulment. Employees in this category are required by law to notify the Payroll Section if they are no longer entitled to pay Reduced Rate NI Contributions.

20 COMMUNITY CHARGE AND COUNCIL TAX LIABILITY

As a body that is substantially financed by local taxation, the Authority takes seriously the responsibility of citizens to pay Community Charge and Council Tax liabilities. You are therefore notified that should you now be, or in the future become, in arrears with either Community Charge or Council Tax liabilities to summary warrant stage, the Council will co-operate with the Sheriff Officer in the arrestment of wages.

21 VARIATION

The Council reserves the right to add to or vary the foregoing terms and conditions of appointment but will not thereby prejudice your status, salary or rights under the Superannuation Act and Regulations.

1 Membership of the Scottish Negotiating Committee for Teachers in School Education

The Committee will have 22 members appointed annually and drawn from the Convention of Scottish Local Authorities, the Scottish Executive and organisations representing teachers.

The Convention of Scottish Local Authorities will have 8 representatives and the Scottish Executive 3 representatives.

The 11 Teachers representatives shall be drawn from the following organisations. It will be for the Teachers' Side to determine its representation having regard to relative memberships:

- Association of Headteachers in Scotland (AHTS)
- Educational Institute of Scotland (EIS)
- Headteachers' Association of Scotland (HAS)
- National Association of School Teachers/Union of Women Teachers (NASUWT)
- Professional Association of Teachers (PAT)
- Scottish Secondary Teachers' Association (SSTA).

2 The functions of the Committee are as follows

- To negotiate sustainable collective agreements on salaries and conditions of service which contribute to the development of a highly skilled and motivated teaching profession.
- To promote and support the application of such agreements in Scottish local government and the education service in particular, for the benefit of teaching staff, pupils and communities.
- To promote co-operation between Scottish Executive, employers and recognised teaching organisations.
- To support the promotion of equality and the avoidance of discriminatory practices in employment.
- To support the promotion of Continuing Professional Development.
- To provide advice and assistance to education authorities, recognised teaching organisations and employees on salaries and conditions of service matters.
- To provide a national conciliation service for the resolution of disputes that cannot be resolved locally.
- To settle, ultimately, differences of interpretation and/or application of the national agreement that cannot be resolved locally.
- To undertake any activity which assists the functions of the Committee stated above.

3 The Local Collective Agreements currently affecting Terms and Conditions for Teaching Staff are as follows:-

- Appointment Procedures
- Compassionate and Special Leave Arrangements
- Discipline Procedure
- Early Retirement
- Grievance Procedure
- Job Share
- Redeployment/Compulsory Transfer
- Staff Development and Review
- Parental Leave
- Travel Expenses for In-Service Training

1 The Working Year for Teachers

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 (eg in-service training).

There may be occasions when the duties of senior promoted staff (ie Head Teachers, Depute Head Teachers and Assistant Head Teachers) will require to be carried out beyond the normal working year for teachers. The Head Teacher will be responsible to the education authority for making appropriate arrangements to deal with:-

- a) any emergency situation arising during the school holidays;
- b) action arising out of the reporting of examination results; and
- c) unforeseen administrative action required in respect of the management of the school's finances, supplies, personnel matters and building maintenance.

2 Continuing Professional Development

Teachers shall have an ongoing commitment to maintain their professional expertise through an agreed programme of continuing professional development.

With effect from 1 August 2001, an additional contractual 35 hours of CPD per annum will be introduced as a maximum for all teachers (allocated on a pro rata basis for part-time and job share teachers), which shall consist of an appropriate balance of personal professional development, attendance at nationally accredited courses, small scale school based activities or other CPD activity. This balance will be based on an assessment of individual need taking account of school, local and national priorities and shall be carried out at an appropriate time and place.

Every teacher will have an annual CPD plan agreed with her/his immediate manager and every teacher will be required to maintain an individual CPD record.

It is recognised that a quality based framework for professional development will take some time to deliver and therefore, teachers will work towards but not be expected to meet the full commitment until August 2003.

3 The Working Hours of Teachers

- (i) Head Teachers, Depute Head Teachers and Assistant Head Teachers will carry out their responsibilities to the extent that is necessary for their effective discharge. It is recognised that the execution of these duties does and will continue to require a reasonable and recurrent professional commitment beyond the normal working week.
- (ii) In accordance with the agreement reached following recommendations made in the McCrone Report the transitional arrangements for working hours are as follows:

	Maximum Class Contact Time		
	Primary	Secondary	Special
August 2001	25.0	23.5	22.5
August 2004	23.5	23.5	22.5
August 2006	22.5	22.5	22.5

- (iii) It has been agreed that the process of change needs to be properly managed and therefore supporting phasing arrangements have been developed which involve:
 - (a) the introduction of an allowance of personal time for preparation and correction: this allowance will be no less than one third of actual class contact commitment;
 - (b) the use of the remaining time (that is, time beyond the combined class contact and preparation/correction allowance) will be subject to annual agreement at school level and will be planned to include a range of activities, such as:

additional time for preparation and correction
parent meetings
staff meetings
formal assessment
preparation of reports, records etc
curriculum development
forward planning
continuing professional development
additional supervised pupil activity
professional review and development.

4 Part-time and Job Share Teachers

The hours of part-time and job share teachers shall include not only class contact time, but also the allowance for personal time for preparation and correction as detailed in 3(iii)(a) above. Part-time and job share teachers will also be obliged to undertake duties specified in paragraph 3 (iii)(b) above.

I hereby accept the post on the terms and conditions outlined in this supplementary statement and the attached letter of appointment.

SIGNATURE: DATE:

(Please retain this for your own records)

December 2016