

NORTH LANARKSHIRE COUNCIL

SCHEDULE OF TERMS AND CONDITIONS OF EMPLOYMENT

TEACHERS & ASSOCIATED PROFESSIONALS 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 supersession as a result of changes in national and local agreements.
- (b) certain additional terms and conditions determined by North Lanarkshire Council as contained in Standard Circulars and any other policies issued by the Education, Youth and Communities Service and;
- (c) any special conditions referred to in the covering letter.

A copy of the national collective bargaining agreement and all local agreements contained within Standard Circulars are available for reference in each of the authority's educational establishments and in the Employee Service Centre. The Service undertakes to ensure that any variation in local or national terms and conditions will be intimated to you within 28 days of the date they occur.

2. CONTINUOUS SERVICE

For the purpose of Section 1 (3) and Section 211 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 for the purpose of, and as defined in, the Redundancy Payments (Local Government) (Modification) Order 1983 and subsequent Amendments Orders thereto.

For other purposes, where, in the collective bargaining agreement of the Scottish Negotiating Committee for Teachers (SNCT) referred to in paragraph 1 above or any relevant statutes, any more favourable and lawful method of calculating a period of continuous employment is applicable to a particular provision, in respect of that provision, that more favourable method of calculation shall apply.

Any queries relating to the recognition of previous service in terms of this paragraph should be raised with the Employee Service Centre.

3. LEAVE

- (a) *Leave Year*

The leave year is 1st September to 31st August of each year. Leave shall not normally be carried over from one leave year to another.

- (b) *Accrual of annual leave*

All teachers or associated professionals will accrue leave on the basis of 0.2051 of a day for each day worked, pro-rata for each part day worked. The standard leave year commences on 1 September each year. Temporary teachers this will be paid with every monthly salary.

(c) *Leave on termination of employment*

Where a teacher or associated professional leaves the service the leave entitlement shall be the number of days leave calculated under 3(b) less the number of days already taken.

A teacher or associated professional leaving the service for reasons other than dismissal for gross misconduct shall 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 the teacher or associated professional will be paid a day's pay (1/235th of annual salary) for each unused day of leave.

If, at the date of leaving, a teacher or associated professional has taken more leave than the accrued entitlement the Council may recover a day's pay for each day taken in excess of the accrued leave.

A teacher or associated professional leaving the service or retiring voluntarily at or during the summer holiday period shall be entitled to salary in full for the period during which the school is not in session provided that the teacher or associated professional was in service on the day prior to the period when the school is not in session and had been in service since the commencement of the appropriate leave year.

A teacher or associated professional leaving to take up a teaching post with a new authority will have their leave entitlement paid to them up to and including their last day with North Lanarkshire Council, entitlement will not be transferred to the new authority

4. ABSENCE DUE TO SICKNESS OR INJURY

On satisfying the Council's medical requirements the sickness provisions which apply to all teachers & associated professionals, both permanent and temporary, require that a total of 18 weeks continuous qualifying local authority service be acquired before a teacher or associated professional becomes entitled to sickness allowance. Continuity of qualifying service will be broken where a break in service exceeds 2 weeks. The break of two weeks will be calculated between a day in one week and the immediately preceding day in the two weeks previous.

A teacher or associated professional leaving one authority at the end of an academic term and commencing in a new authority at the start of the new academic year will not be deemed to have a break in service and will not have to re-qualify for occupational sickness allowance.

The only exception to the two week break rules applies to newly qualified teachers who will have until 1 November of the year following their entry of the Induction Scheme to secure a first teaching appointment without having to re-qualify for sickness allowance.

Where a teacher or associated professional returns to local authority service following a break for maternity reasons they will be entitled to have previous service taken into account for the purposes of entitlement to sickness allowance provided that the break in service does not exceed 8 years and there has been no paid employment during the break.

A teacher or associated professional 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 from Duty	Full Salary for a period of	Half Salary for a period of
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

In order to qualify for payment of sickness allowances teachers are required to notify the head of establishment as soon as reasonably practicable. If at all possible notification should be given before the start of the working day. As much information as possible should be given regarding the reason for and likely duration of the absence.

Further information on the notification requirements are contained within Standard Circular F8 issued by the Employee Service Centre, which is available for reference in each of the Services' educational establishments and in the Employee Service Centre.

The Council is committed to managing absence through the recording, monitoring and reviewing of leave and reasons for staff sickness absence. The performance attendance of all teaching staff will be monitored and records will be kept for each individual member of staff.

Periods of absence due to industrial accident or disease shall be treated wholly or separately and shall not count against the period of entitlement for absence due to sickness. The employee shall be entitled to a separate allowance calculated on the same basis as the sickness allowance provided for above.

5. MEDICAL EXAMINATIONS

The Council reserves the right to require any employee to undergo a full medical examination, and/or x-ray examination, either pre-entry or during service, where it is considered appropriate.

6. WORK LOCATION

Your work location will be as previously intimated to you. 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.

7. NOTICE REQUIREMENTS

Subject to the provisions of the collective bargaining agreement referred to in paragraph 1 above, the minimum period of notice you are required to give your employer to terminate your employment is:

- Unpromoted Teacher & Associated Professionals - 4 working weeks
- Promoted Teacher - 8 weeks of which 4 must be working weeks

The minimum period of notice you are entitled to receive by the employer to terminate your employment is:

- 4 working weeks, where service is less than 4 years.
- 1 week for each year of continuous service, where total service is at least 4 years but less than 12 years.
- 12 weeks, where service is 12 years or more.

8. PAY ADJUSTMENTS

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 the Employee Service Centre if you suspect any errors in payment whether these are under or overpayments.

9. PENSION SCHEME

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 enrolled into the scheme unless you indicate that you do not wish to join. Full details may be obtained from the Scottish Public Pensions Agency, Tweedbank, 7 Tweedside Park, 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 ask your employer for Form PEN60(T).

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.

10. GRIEVANCE PROCEDURES

If you have a grievance relating to your employment, you should notify your head teacher (or in the case of a head teacher; the Head of Service for the geographical area).

11. DISCIPLINARY PROCEDURES

The disciplinary procedures applicable to your employment may be obtained from any educational establishment or from the Employee Service Centre.

12. EQUAL OPPORTUNITIES

North Lanarkshire Council is striving to be an Equal Opportunities Authority. Its policy in this respect aims to ensure that no job applicant or employee receives less favourable treatment than any other on any grounds including race, colour, nationality, ethnic or national origins, disability, age, sex, sexuality, marital status, religion, responsibility for dependants, employment status, political beliefs, or trade union activity, or is disadvantaged by conditions or requirement which cannot be shown to be justifiable.

Full details of the policy are available in the Employee Service Centre.

13. COLLECTIVE BARGAINING

North Lanarkshire 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 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. Your authority 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.

14. DUTIES OF POST

The duties applicable to your post will be prescribed by your head teacher/Assistant Chief Executive or other person acting on his/her behalf who will also exercise supervision over your services. Any additional conditions relating to your appointment will be detailed in Paragraph 16 of your offer of appointment and written particulars of terms of employment.

15. CHANGES TO TERMS AND CONDITIONS

Future changes in the 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 referred to in paragraph 1 above will be recorded in these documents within one month of the date they occur. 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, or in Circulars issued by the Employee Service Centre or by such other method as deemed appropriate.

Any queries relating to your terms and conditions or employment should be raised with your head teacher in the first instance.

16. MATERNITY LEAVE

The rights of pregnant women to maternity leave and pay are in accordance with the national bargaining agreement of the Scottish Negotiating Committee for Teachers (SNCT). Full details are available from the Employee Service Centre.

17. JOB SHARING

The Employee Service Centre in accordance with Council Policy, operates a Job Sharing Scheme in terms of which a teacher's duties may be shared between two job sharers. Full details of the Scheme are contained within Standard Circular F13 a copy of which is available for reference in each of the authority's educational establishments and in the Employee Service Centre.

18. TRAVEL AND SUBSISTENCE

Travelling and subsistence expenses incurred while on official duty and during the course of attendance at Parents' Evenings and other extra curricular activities will be reimbursed in accordance with the authority's Travelling Expenses and Subsistence Allowance Scheme. Full details are available for reference in each of the authority's educational establishments and in the Employee Service Centre.

19. CHANGES OF HOME ADDRESS/TELEPHONE NUMBER

Any alteration to home address and/or telephone number must be notified through your head teacher/head of establishment to the Employee Service Centre.

Employees whose home telephone number is ex-directory may not be required to provide details unless the telephone is a requirement of the post.

20. DIGNITY AT WORK

The council recognises that harassment, discrimination and victimisation can create an intimidating, hostile or humiliating working environment which can affect the health, confidence, morale and work performance of employees. In recognition, therefore, of both its managerial and legal responsibilities, the council is committed to the achievement, as far as is reasonably possible, of a working environment in which all employees are treated, and treat each other, with respect and dignity. North Lanarkshire Council's policy on Dignity at Work provides further information and advice on the above and a copy is available for reference in each of the authority's educational establishments and in the Employee Service Centre.

21. HEALTH AND SAFETY

It is the policy of the council to take all reasonable practicable steps to ensure the Health, Safety and Welfare of its employees and all other persons who may be affected by its undertakings. Everyone working for the council shares that responsibility within their own working environment and all employees will be expected to co-operate in the implementation of the council's Safety Policy. Full details of the policy are available for reference in each of the authority's education establishments and in the Employee Service Centre or in the office of the Health and Safety Team.

22. OFFICIAL CONDUCT

The council recognises that the public has a right to expect the very highest standards of conduct from all local government employees. It is also concerned to underline the value it places on the highest standards of ethical conduct and therefore expects that all employees will maintain conduct of the highest standard such that public confidence in their integrity is sustained.

24. USE OF PERSONAL INFORMATION

(a) Data Protection

North Lanarkshire Council is registered in accordance with the Data Protection Act 1984 and subsequent legislation. The Council will use the information provided by you during the recruitment process for personnel record and payroll purposes. We may share this information with other Services within the Council. You have a right to ask for a copy of the information held by us in our records in return for the payment of a small fee. You also have a right to require us to correct any inaccuracies in your information.

(b) Data Matching

North Lanarkshire Council is registered in accordance with the Data Protection Act 1984 and subsequent legislation. As the Council is under an obligation to manage public funds properly, information provided by you, which forms part of your employment or payroll records, may be used to prevent and detect fraud and identify your indebtedness to the Council.

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.