



ABSENCE COVER ARRANGEMENTS (TEACHERS)

Agreement has been reached with the teachers' side of the JCC on the cover which will be provided when a teacher is absent from duty. This new agreement will apply until further notice.

The terms of the new agreement are in most respects the same as those of the 1993/94 agreement. It has, however, been agreed that there will be further consideration of the proposition that the threshold on the proportion of the budget which may be carried forward into the subsequent financial period should be raised. Discussion of this matter, is therefore, continuing and I shall write to you again once a final decision has been reached.

At the time of the previous agreement, the council undertook not to reduce staffing standards during the period of its duration. That commitment has now been refined so that standards will be maintained in all sectors with the proviso that new arrangements may be introduced for allocating staff in support of the social strategy and for supporting special educational needs. In both cases, however, any new standards will at least maintain the total number of posts currently established.

For the period of its duration, the 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.

The agreement provides for the delegation of a staff replacement cost budget to each primary, secondary 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 Director of Community Service will supplement the school's resources but only after careful investigation to ensure that the budget has been properly managed at school level.

The new agreement will operate on a financial year basis. A sum will be delegated to you for the full financial year. This full yearly figure is shown in your revenue budget book. There will be no opportunity for virement of savings at the end of the school session but it will, of course, be possible to carry out such virement in advance of the end of the financial year. It will also be possible to carry forward part of the absence budget into the new financial year.

A copy of the full arrangements is attached as an appendix to this manual. Should you require any clarification, however, please do not hesitate to contact this department.

**EAST DUNBARTONSHIRE COUNCIL
COMMUNITY DIRECTORATE**

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

This paper outlines the terms of an agreement reached between the council and the unions represented in the teachers' Joint Consultative Committee.

1. 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.

2. ADDITIONAL RESOURCES

The council will continue to provide resources at the level established in 1993/94.

3. PLANNED ACTIVITY TIME

During the currency of the agreement corporate planned activity time (i.e. PAT organised by the head teacher) will total 15 hours. No time will be made available during PAT for meetings of trade unions. Two hours will, however, be set aside for this purpose at some time in the course of the five in-service days.

4. 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 (i.e. 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) each school must have an agreed monitoring procedure involving regular consultation with staff, including trade union representatives, and,
 - (iv) 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-contract 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, ESL, home-link and learning 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 staff should receive time, in addition to contractual non-contract 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 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 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 Director of Community Services, for absence resulting from participating in the work of the SCCC, GTRC or similar national body;
 - (g) cover, considered necessary following discussion between the head teacher and the Director of Community Services for absence resulting from participation in the work of the authority, for example as a member of an appointment committee; and
 - (h) cover in other circumstances where the Director of Community Services 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 on the following basis:
 - (a) Arrangements for the provision of immediate cover may be made on an exceptional basis by the Director of Community Services in respect of schools where all teaching staff are full-time class committed;
 - (b) Long-term absence cover will be funded from the day following the day shown in column 2 (i.e. maximum length of short-term absence) below:

FTE TEACHING COMPLEMENT	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 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 and not exceeding 20 consecutive working days;
 - (b) facilitating internal re-arrangements of timetabled commitments necessitated by staff development, internally determined examination arrangements or similar causes.
2. Resources will be retained 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 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 Director of Community Services, for absence resulting from participating in the work of the SEB, SCCC, GTC or other similar national body;
 - (g) Cover, considered necessary following discussions between the head teacher and the Director of Community Services 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 Director of Community Services 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 Director of Community Services 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 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 Director of Community Services.

- (b) The arrangements outlined in this section apply to all schools, whether involved in DMR or not.
- (c) Schools will be reimbursed for any outlay on absence cover which, in terms of the agreement, should have been the subject of funding.
- (d) Where a division 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 staff provided from flexibility. Schools will receive a financial allocation equivalent to a number of days of cover per teacher as indicated below:
- (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 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.

5. 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.

6. DURATION OF AGREEMENT

The agreement will last in the first instance for the financial year 1994/95. It is, however, likely that the arrangements will remain in force thereafter.