

EAST RENFREWSHIRE LNCT AGREEMENT

REVISED STANDARD CIRCULAR 50: ABSENCE COVER ARRANGEMENTS

January 2005



*Education Department*

**EAST RENFREWSHIRE COUNCIL : EDUCATION DEPARTMENT**

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

This paper outlines the terms of agreement reached between East Renfrewshire Council and the unions represented on the Local Negotiating Committee for Teachers.

In relation to the provision of absence cover, schools will be required to abide by the following guidelines:-

**1. General**

- (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 must have a written policy document,
  - (iii) each school must have an agreed monitoring procedure involving regular consultation with staff, including trade union representatives,
  - (iv) there must be regular dissemination of information in relation to the budget, and staff usage,
  - (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 fluctuations in workload throughout the year and the school's budgetary position. Criteria should be developed for the use of internal and external cover.
- (c) Contractual maximum class 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 an 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, EAL, 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 the amount of cover to be provided internally should take account of fluctuations in workload over the school session.

## 2. **Primary Schools**

- (a) 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:
  - (i) periods of absence not referred to in section (b) below.
  - (ii) internal rearrangements of class commitments necessitated by staff development or similar causes.
- (b) Resources will be retained centrally in order to finance the provision of:
  - (i) cover from the first day of maternity leave;
  - (ii) 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 (c) below);
  - (iii) cover for long-term absence, other than on account of maternity, in accordance with the terms of section (c) below;
  - (iv) cover for absence on account of trade union duties falling within the scope of the authority's agreement with teachers' trade unions;
  - (v) cover for jury duty after the third day of absence;
  - (vi) cover, considered necessary following discussion between the head teacher and the head of education services, for absence resulting from participation in the work of the LTS, GTCS or other similar national body;
  - (vii) cover, considered necessary following discussion between the head teacher and the head of education services for absence resulting from participation in the work of the authority, for example as a member of an appointments committee or working group; and
  - (viii) cover in other circumstances where the head of education services is satisfied that an undue burden might otherwise be placed on the school.
- (c) For the purposes of clauses b(ii) and b(iii) above, cover shall be funded by the authority on the following basis:
  - (i) Long-term absence cover will be funded by the authority from the day following the day shown in column 2 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

### 3. **Secondary Schools**

- (a) 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:
- (i) periods of absence not referred to in section (b) below and not exceeding 20 consecutive working days;
  - (ii) facilitating internal rearrangements of timetabled commitments necessitated by staff development, internally determined examination arrangements or similar causes.
- (b) Resources will be retained centrally in order to finance the provision of:
- (i) cover from the first day of maternity leave;
  - (ii) 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);
  - (iii) cover for long-term absence from the 21<sup>st</sup> day of any single absence;
  - (iv) cover for absence on account of trade union duties falling within the scope of the authority's agreement with teachers' trade unions;
  - (v) cover for jury duty after the third day of absence;
  - (vi) cover, considered necessary following discussion between the head teacher and the head of education services, for absence resulting from participation in the work of the LTS, GTCS or other similar national body;
  - (vii) cover, considered necessary following discussion between the head teacher and the head of education services for absence resulting from participation in the work of the authority, for example, as a member of an appointments committee or working group;
  - (viii) cover in other circumstances where the head of education services is satisfied that an undue burden might otherwise be placed upon the school.

### 4. **Special Schools**

The arrangements indicated above in relation to primary schools will apply also to special schools.

## 5. **Resources**

- (a) The arrangements outlined in this section apply to all schools.
- (b) 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 head of education services.
- (c) Schools will be reimbursed for any outlay on absence cover which, in terms of the agreement, should have been the subject of central funding.
- (d) Where the authority funds 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 plus any additional staffing authorised by the head of education services. Schools will receive a financial allocation equivalent to a number of days of cover per teacher as indicated below:

Primary	3.5 days
Secondary	2.5 days
Special	3.5 days
- (f) This financial allocation will cover the full financial year.
- (g) The budgetary resource is intended primarily to satisfy each school's absence cover requirements. Prior to the end of the financial year schools will have an opportunity to make use of any unspent resources up to a limit of 20% of the budget. Through the consultation process schools will be able to devote the resources to alternative teacher replacement uses such as the purchase of additional staff development time.

## 6. **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.

## 7. **Paternity Support Leave**

Leave for the purpose of paternity support will be available to fathers or other nominated carers of newly born babies. There is a statutory entitlement to two weeks paid at the Statutory Paternity Pay rate to be taken within 56 days of the date of birth. The 5 days paid leave previously agreed by East Renfrewshire can now be set against one of the statutory weeks.

## 8. **Monitoring**

The effects of the agreed arrangements will be rigorously and regularly monitored on a joint basis through the Local Negotiating Committee for Teachers.

## 9. **Duration of Agreement**

These arrangements will operate until further notice.