



Community Services: Education

Argyll House
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To: Heads of all Educational Establishments

Dear Colleague

Absence cover arrangements

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

Each school will set out its own policy framework in relation to the provision of cover for staff absence. 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/campus principal, as the person responsible to the authority, will retain the right to make decisions in relation to this aspect of the management of the school, but must consult on the policy framework and ensure staff are informed using the collegiate arrangements agreed in that school. Contractual agreements for staff will always be honoured.

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 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 responsible head of 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 head teachers/campus principals for the full financial year. This full year figure is shown in the school's revenue budget book. The devolved management of resources scheme of delegation provides information in terms of virement and carry forward rules.

A copy of the full absence cover arrangements is attached as an appendix to this circular. Should head teachers/campus principals require any clarification they should contact HR staff in Argyll House.

Yours sincerely

Executive Director of Community Services

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Argyll and Bute Council
Community Services: Education

Absence cover arrangements: for teachers in primary, secondary and special schools

This paper outlines the terms of an agreement reached in the Local Negotiating Committee for Teachers in Argyll and Bute.

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 Absence cover

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 Guidance

(a) School arrangements for the provision of cover should be determined by the head teacher/campus principal following open and genuine consultation with all staff, including trade union representatives, as follows:

- i there must be agreed collegiate arrangements in schools 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 based on information provided by SEEMIS involving regular consultation with staff, including trade union representatives;
- v absence cover arrangements should be reviewed on a regular basis during the school session.

(b) As part of the record keeping referred to in (a) iii above each school should consider its affordable level of absence under normal circumstances which would allow staff to participate in in-service training, development meetings etc. Where levels of absence are such that the school could not maintain an effective level of teaching and learning to continue, it may be necessary to curtail participation in some activities. This should be determined on an equitable basis as possible, following consultation in each school, with all appropriate information being made available to staff.

- (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) All schools will have working time agreements in place.

B Primary

- 1 Each school will be delegated a budget, proportionate to its complement of teaching staff, from which it will be expected to finance the provision of supply staff, except as detailed in section 2 below.
- 2 Resources will be retained centrally to finance the provision of:
 - (a) cover from the first day of maternity leave;
 - (b) cover from the first day of a period of planned absence which is known to be long-term (ie absence indicated by medical certificate or similar document as likely to extend beyond the period stated below). For unforeseen absence cover will be funded centrally from the day following the day shown in column 2 below:

FTE teaching complement	Maximum length of short term absence
1 to 4.9	4
5 to 5.9	5
6 to 6.9	6
7 to 7.9	7
8 to 9.9	8
9 or more	9

- (c) cover for absence on account of trade union duties falling within the scope of the authority's agreement with teachers' trade unions;
- (d) cover for jury duty after the third day of absence;
- (e) cover for absence resulting from participation in the work of the SQA, GTCS or other similar national body;
- (f) cover, considered necessary following discussion between the campus principal and the Executive Director, for absence resulting from participation in the work of the authority, for example as a member of an appointments committee;
- (g) cover in other circumstances where the head of service is satisfied that an undue burden might otherwise be placed upon the school. eg multiple absence.

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 40 consecutive working days.
- 2 Resources will be retained centrally to finance the provision of:
 - (a) cover from the first day of maternity leave;
 - (b) cover from long-term absence from the 41st day of any single absence;
 - (c) cover for absence on account of trade union duties falling within the scope of the authority's agreement with teachers' trade unions;
 - (d) cover for jury duty after the third day of absence;
 - (e) cover for absence resulting from participation in the work of SQA, GTCS or other similar national body;
 - (f) cover considered necessary following discussion between the campus principal and the head of service for absence resulting from participation in the work of the authority, for example, as a member of an appointments committee;
 - (g) cover in other circumstances where the head of service 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.

E Resources and virement

- (a) On behalf of the authority, it is the responsibility of the head teacher/campus principal, 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. Where this may be the case the head teacher/campus principal should contact the appropriate head of service.
- (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 central funding.
- (d) 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 and any additional staffing provided

from centrally held funds. Schools will receive a financial allocation equivalent to a number of days of cover per full time equivalent teacher as indicated below.

	Fixed	FTE related
Primary	5.2 days	3.2 days
Secondary	2.4 days	2.6 days
Special	5.4 days	3.7 days

In addition to the above, secondary schools will share an additional devolved allocation of 525 days allocated in proportion to FTE entitlement.

- (e) This financial allocation will cover the full financial year.
- (f) 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 available resources in line with the devolved management of resources scheme of delegation. Through the consultation process schools will be able to exercise the following options:
 - i devote the resources as per the limits of the DMR scheme of delegation to alternative uses such as the purchase of additional staff development or classroom supplies;
 - ii carry forward a surplus into the following financial period;
 - 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.

3 Monitoring

The effects of the agreed arrangements will be monitored on a joint basis biennially by the LNCT.

4 Duration of this agreement

This agreement will be reviewed biennially.