

## Angus Council

### Teachers & Music Instructors & Other Education Professionals (excl. Educational Psychologists) Conditions of Service



Supplementary information to the key terms and conditions of service referred to in your Statement of Employment Particulars is provided here with full details available from your head teacher or line manager or on the [Employee Matters](#) area of the council intranet site, access will be given when you start employment. Full national terms and conditions are available at <https://www.scnt.org.uk>.

#### ABSENCE REPORTING AND CERTIFICATION PROCEDURE

In the event of sickness absence from work, you or some other person on your behalf, must report your inability to attend in accordance with the following procedure:

- **On the first three days of sickness absence:** Notify your school/office as soon as practicable and advise of likely duration of absence. If sickness begins on a non-working day, notification should be as soon as practicable on the next working day. The first day of sickness is regarded as the first day of sickness absence.
- **If sickness absence continues to fourth day:** Notify school/office on that day or if that day is a non-working day, the next working day, and advise of likely duration of absence.
- **On return of work after 4, 5, 6 or 7 days absence:** Obtain and fill in a self-certification form.
- **If sickness absence continues for 8 days or more:** By no later than the eighth day, obtain a medical certificate from your doctor, obtain and fill in a self-certification form to cover the first seven days and send both to your manager, submit further medical certificates to cover any continued absence.
- All 7 days of the week count when calculating sickness absence including non-working days.
- Should you fail to comply with the requirements of this procedure, entitlement to sickness allowance may be suspended.
- Entitlement to sickness allowance is dependent upon your service at the start of absence as follows:

Service	Full Pay	Half Pay
Less than 18 weeks	Nil	Nil
18 weeks but less than 1 year	31 days	31 days
1 year but less than 2 years	61 days	61 days
2 years but less than 3 years	122 days	122 days
3 years but less than 5 years	152 days	152 days
5 years or more	183 days	183 days

**To calculate entitlement:** Determine service and deduct aggregate of any period(s) of absence due to sickness over preceding twelve months

**To calculate sick pay: Full Pay:**

- Where entitled to SSP, a sum equal to full normal pay
- Where not entitled, or no longer entitled, to SSP, the full sickness allowance will be a sum which when added to the benefits payable under the National Insurance Acts gives a sum equal to full normal pay

**To calculate sick pay: Half Pay:**

- Where entitled to SSP, a sum equal to half normal pay, provided that this sum, when added to SSP, does not exceed full normal pay
- Where not entitled, or no longer entitled, to SSP, a sum equal to half normal pay, provided that that this sum, when added to the benefits payable under the National Insurance Acts, does not exceed full normal pay.

The above is merely a guide to enable you to be aware of your entitlement. The regulations relating to sick pay will govern any question of interpretation/entitlement.

**ACTING APPOINTMENTS – ALLOWANCES (Teacher only)  
(Temporarily Undertaking Duties of a Higher Grade)**

Where a teacher is appointed on a temporary basis to carry out the duties of a promoted post holder in a school, education establishment or education team, the teacher's salary shall be increased to the salary for the promoted post, after 20 non-consecutive days, after which payment is made on a temporary basis one month in arrears. If the teacher is placed in an acting capacity in the same post again, and six months have lapsed since the teacher left the post, the 20 working day requirement must apply.

**ANNUAL LEAVE & ENTITLEMENT DUE TO SICKNESS ABSENCE**

You are entitlement to annual leave entitlement of 40 days is working full time and pro rata if part time. The balance of days beyond the working year and annual leave entitlement are school closure days and are agreed [locally](#) in line with the national pattern of annual leave.

A teacher or music instructor shall be entitled to accrued compensatory leave entitlement for each complete week of a school holiday which has been lost due to sickness absence, up to a maximum of 10 days in any one leave year, to be taken at a time agreed by the council. Where a continuous period of absence of at least 4 weeks falls with a summer vacation, 2 days leave for each complete week lost will be accrued. An absence of at least 2 weeks duration, incorporating 1 week of any other vacation, will accrue 2 days leave for each full week lost.

A teacher or music instructor unable to take the statutory leave entitlement due to sickness absence within a leave year will received the balance of leave up to the statutory leave entitlement for that leave year. The statutory leave entitlement is not in addition to the compensatory leave entitlement. Leave entitlement can be taken during a period of sickness absence and is treated as annual leave.

On leaving employment with the council, the leave entitlement accrued within the current and any previous (where relevant) leave years will be calculated. Where fewer days have been taken a day's pay will be paid and where more leave has been taken than entitlement due, a day's pay may be recovered for each day in excess of entitlement.

## BUSINESS MILEAGE & SUBSISTENCE EXPENSES

**Business Mileage\*** (all the mileage rates noted below are the maximum allowed by the Inland Revenue in any one year before tax becomes payable).

Business mileage (first 10,000 miles)	45p per mile
Business mileage (any miles in excess of 10,000 in any one year)	25p per mile
Supplement per passenger ** per mile carried for business purposes	5p per mile

\*Business mileage rates will apply to all business mileage, including that incurred in attending training courses. \*\* 'Passenger' means another employee of the council not service users or any other individual. Business mileage expenses are claimable in line with the council's Business Travel Policy and Guidelines.

**Car Lease:** Any member of staff employed under teachers' conditions of service who is required to have access to a motor vehicle in the normal discharge of her/his duties will be eligible to participate in the council's car leasing scheme. The benefit payable is 10p per mile (no passenger supplement is payable).

**"Excess" Travel:** This allowance is payable to an employee if her/his place of work is changed and, as a result, additional expenditure is incurred in getting to and from work. The allowance will be paid only if the claim is in excess of £5 per week and only the amount in excess of £5 will be reimbursed. The figure will be reviewed every two years. These figures also apply where public transport is used instead of car travel. Entitlement to an excess travel allowance will be for a period of two years, and the mileage rate payable will be 25p per mile.

**Subsistence:** Subsistence allowances will not normally be paid for expenditure within Angus. Out with Angus, expenditure on lunch and evening meal will be reimbursed upon production of a receipt subject to a maximum of £6.50 and £20 respectively. Reimbursement will only be made if there is a need to be out with the council area for a period of 4 hours (including the period 12 noon – 2.00pm for lunch and extending after 7.00pm for evening meal). Teachers who are expected to attend evening meetings e.g. parents' meetings and who are unable to return home as usual for an evening meal, will be entitled to claim a High Tea allowance of £10 (payable on production of a receipt), in lieu of travelling expenses. N.B only mileage or subsistence may be claimed for parents' evenings, not both.

## CONTINUOUS & QUALIFYING SERVICE

Your entitlement to various conditions and benefits referred to in this booklet i.e. period of notice, sickness allowance and maternity benefits, is determined by your 'qualifying service', as defined by the SNCT.

## **DISCIPLINARY PROCEDURE**

The council recognises that discipline is necessary to assist in the effective delivery of services. Disciplinary rules and procedures are intended to promote fairness and consistency in the treatment of employees and in the conduct of employee relations. Rules set standards of conduct at work; procedures help to ensure that these standards are adhered to and provide a fair method of dealing with alleged failures to observe them. The disciplinary procedure should not be regarded primarily as a means to impose sanctions. Its principal aim is to encourage improvement in conduct. In operating this procedure, the following principles will be observed from the full Disciplinary Procedure (AJNCT/11):

Disciplinary rules and procedures are necessary for promoting orderly employment relations as well as fairness and consistency in the treatment of individuals. They enable organisations to influence the conduct of workers and deal with problems of poor performance and attendance, thereby assisting organisations to operate effectively. Rules set standards of conduct and performance at work; procedures help ensure that the standards are adhered to and also provide a fair method of dealing with alleged failures to observe them.

All teachers will be made aware of the standards of conduct and performance expected of them. In particular teachers will be made aware of what constitutes gross misconduct (see appendix 1). All problems involving minor misconduct and poor performance should be dealt with, at least in the early stages, through the use of informal advice, guidance and counselling. It is essential that all problems of this nature are fully discussed and that support is provided with the objective of encouraging and helping teachers to improve. It is essential also that teachers are aware that support and counselling are available at all times even where it has been necessary to take disciplinary action under the procedures.

Disciplinary procedures must comply with ACAS Code of Practice (No 1) "Disciplinary and Grievance Procedures". Where the concern relates to the performance of an individual's teaching the procedures must comply with the General Teaching Council Scotland Code of Practice on Competence. Where the concern relates to the performance of an administrative or managerial function of a promoted post the procedures must comply with similar principles and processes as contained in the current GTCs Code of Practice of Teacher Competence.

If formal disciplinary process is considered necessary, the agreed procedure will comply with the following principles: The initiation of disciplinary actions/sanctions will be accompanied by appropriate support mechanisms. No disciplinary action will be taken until the matter has been fully investigated and any decision, thereafter, to impose a disciplinary sanction must not be taken by the person who conducted the initial investigation. In addition any appeal will not be heard by the same person who issued the disciplinary sanction. Apart from gross misconduct, no teacher will be dismissed for the first breach of discipline. There will be a right of appeal against all disciplinary sanctions. No disciplinary action will be initiated against a trade union representative until the matter has been discussed with a full-time official of the union concerned. A teacher will have the right to be represented at all stages of the disciplinary process, including investigatory meetings.

## **EMPLOYEE BENEFITS – LIVE SMART**

'Live Smart' is our gateway to a range of employee discounts and benefits to support your personal and family circumstances.

Some of the benefits can be found within the [MyLifestyle](#) portal and others you can access directly. Further information about all our employee benefits can be found on the [Live Smart](#) area of our intranet which you will be directed to during your induction.

### **Discounts and Purchase Schemes**

- Charlie Taylor Hair & Beauty
- DP&L Travel – Holiday Discounts
- Let's Connect
- My Discounts
- Thorntons Solicitors and Estate Agents

### **Health, Wellbeing and Leisure**

- CSSC Sports & Leisure
- Cycle 2 Work Scheme
- Hospital Saturday Fund – Health Cash Plan
- My Gym Discounts
- Simply Health – Health Cash Plan
- Unum Dental

### **Financial Savings, Education and Awards**

- Childcare Vouchers Scheme
- Long Service Recognition
- PAM Assist
- Payroll Giving (Give As You Earn)
- Salary Finance – Financial Support/Wellbeing
- Shared Cost Additional Voluntary Contributions (AVCs)
- Tay Valley Credit Union

### **Car Schemes**

- Council's Car Leasing Scheme
- Tusker Car Benefit Scheme

We do not recommend, endorse or benefit from any of the products, services or commercial offers of any third party. We are providing you with an opportunity to access offers and schemes which may be of interest. These services and offers may change from time to time and it is important that you consider affordability, read the relevant terms and conditions or seek independent financial advice if appropriate.

## **EMPLOYEE CODE OF CONDUCT**

The code sets out the standards of conduct the council expects of employees. Specifically, if it comes to your knowledge that you have a personal financial interest in a contract, whether directly or indirectly, which has been, or is proposed to be, entered, into by the council, you must advise your Service Director (in writing) of the interest as soon as possible. You should not ask for or accept any gifts or hospitality unless you can justify accepting that gift or hospitality; and be sure that you will not be criticised for doing so;

You are personally responsible for any decision you make on accepting gifts or hospitality offered to you and, if appropriate, your partner. If you are in any doubt, seek advice from your Service Director. Failure to adhere to this policy may result in disciplinary action being taken against you. You should not keep any fee, commission or other payment you collect or receive without permission from your Service Director. If any fee, commission or payment is accepted by a person or organisation who has or may get a contract from the council or for goods or services, then this may result in immediate dismissal.

## **GENERAL TEACHING COUNCIL STANDARDS & CODE OF PROFESSIONALISM – TEACHERS ONLY**

The Standard for Full Registration specifies what is expected of a fully registered teacher with the General Teaching Council Scotland and gives information on how to meet the standard. Standards also exist for Head Teachers and Chartered Teachers. A copy of the code is available on the Education Intranet or at <https://www.gtcs.org.uk/professional-standards/professional-standards-for-teachers/>.

The Code of Professionalism & Conduct sets out key principles and values for teacher and sets out the standards of conduct and competence expected. A serious breach or series of minor breaches of the standards could impact on a teacher's fitness to teach. A copy of the code is available on the Education Intranet or at <https://www.gtcs.org.uk/fitness-to-teach/code-of-professionalism-and-conduct/>.

## **GRIEVANCE PROCEDURE**

The grievance procedure is intended to enable employees to seek redress for complaints relating to their employment where normal management/employee communication has failed to resolve matters. The procedure aims to resolve complaints at as early a stage as possible. The procedure applies should you wish to complain formally about any matter relating to your work, the working environment or working relationships. The council also has separate procedure for flexible working, bullying and harassment and disciplinary matters.

Grievances are handled in line with the following principles taken from the full Grievance Procedure (AJNCT/10): (a) All grievances should be dealt with quickly, fairly and within agreed time limits. (b) Individual and group grievances should be dealt with using the same procedures and including the same stages. (c) Decisions relating to a grievance should be taken at the lowest appropriate level and should, where possible, involve the use of informal mechanisms to secure a resolution and (d) It is anticipated that the use of the “*status quo ante*” provisions should be restricted to grievances which relate to situations where changes to terms and conditions are being contemplated. However, it should also apply, where practicable, to changes to working practices or organisational structures.

## **INCIDENT REPORT & INVESTIGATION**

You must report an incident or accident in line with the council's guide on managing and reporting health and safety incidents you are involved in or that you witness regardless of whether you are injured. You must complete the relevant reporting requirement and cooperate with any investigation and risk control measures. Use the [SHEASSURE](#) system to report.

## **NOTICE**

**Notice From the Teacher/Music Instructor:** The minimum period of notice you are required to give to terminate your contract of employment for a teacher/music instructor/ESO/QIO job is 4 working weeks.

**Notice From the Promoted Teacher/QIM:** The minimum period of notice you are required to give to terminate your contract of employment for a promoted teacher/QIM is 8 weeks, including 4 working weeks.

**Notice From the Council:** The minimum period of notice a teacher/music instructor/ESO/QIO are entitled to receive to terminate the contract of employment is:

### **For Teacher/Music Instructor/ESO/QIO**

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

### **For Other Teaching Jobs/QIM's**

- Eight weeks, including 4 working weeks, where continuous service is less than 8 years
- One week for each year of continuous service, where service is at least 8 years but less than 12 years, and
- Twelve weeks, where continuous services is 12 years or more.

Longer periods of notice can be provided by either council or employee. Where appropriate notice of termination of contract is not given, the salary paid will be up to and including the last day on which the teacher is available for duty.

## **OTHER PAID EMPLOYMENT**

You should not engage in any other regular paid employment or business activity without prior approval. If you wish to do so, you must apply to your Service Director using the Application to Carry out Other Paid Employment/Business Activity form which is available on the council intranet site or you can request the form from your line manager. You should not engage in other paid employment/business activity until your request has been

approved and you are aware of the terms of conditions of engaging in other paid employment while working with the council. More information can be found on the council intranet site.

## **PAID & UNPAID LEAVE OF ABSENCE**

Leave is set out in the SNCT conditions and locally agreed leave of absence procedures for Teachers are on Employee Matters area of the council's intranet. Some leave of absence is authorised by Head Teachers, such as attendance at jury service, attending court as a witness, taking leave for examinations, time off for family bereavement or serious family illnesses. Other leave of absence is authorised at the discretion of the Head Teacher or Director of Education or Senior Education Manager. Requests must be made in writing for such leave of absence. Some leave is for Teachers and does not apply to Music Instructors.

Paid and Unpaid leave is available for:

- Adoption and maternity support Paid Leave
- Adoption leave and pay
- Ante Natal Appointments
- Career Breaks
- Carers Leave
- Children's Panel Members
- Court Appearance as Witness
- Close Family Weddings
- Dependants Leave
- Emergency Service Volunteers
- Examination Leave
- Family Bereavement Leave
- Graduation/Passing Out Parades
- House Removal
- Job Interview
- Jury Service/Witness at Court/Tribunal/Accompany a Child Witness
- Leave connected to Religion or Belief
- Maternity Leave and pay
- Medical Appointments - Preventative
- Military Reservist Forces Training & Mobilisation
- Cadet Force Adult Volunteers
- Ordinary Parental Leave
- Parental Bereavement leave and pay
- Paternity leave and pay
- Parental Bereavement Leave and Pay



Public Duties  
Royal Gatherings  
Self-Funded Sabbaticals  
Serious Family Illness  
Shared Parental Leave  
Sporting/Cultural Activities  
Trade Union Duties

**SEVERE WEATHER:** In the event of severe weather where you are unable to travel to your named place of work, you will attend an alternative Angus school closest to your home.

**SMOKING AT WORK POLICY:** The council continues to create and support a working environment which is both safe and healthy, hence, smoking is prohibited in all parts of council premises and associated grounds and environs, including entrances and doorways. Vaping may be permitted within the council grounds, with manager approval, as part of an individual's attempt to manage their nicotine addiction. Vaping is not permitted within any workplace building. Smoking and vaping are prohibited in all council owned vehicles.

#### **WORKING ARRANGEMENTS/PAY**

A teacher's working year consists of:

- 190 teaching days to coincide with the school year for pupils
- 5 in-service development days
- 40 annual leave days
- 26 school closure days (agreed annually by the AJNCT)

Within the working 35 hour week (full time) there are maximum class contact hours an allowance of no less than one third of the teacher's actual class contact commitment for preparation and correction. Remaining time is subject to agreement at the school level. This is pro rata for part time contracts. A teacher must agree an annual CPD plan and maintain an individual CPD record.

A Music Instructor's working year consists of:

- 190 days to coincide with the school year for pupils
- 5 in-service development days
- 40 annual leave days
- 26 school closure days (agreed annually by the AJNCT)

Within the 35 hour week (full time) a maximum of 27.5 hours in any one will be pupil contact and a minimum of 2.5 hours per week will be for preparation, instrument maintenance, transportation and orchestration. The remaining 5 hours are for activities set out in SNCT section 3.17.

The precise details of pay and working year/week are set out in SNCT [Section 1](#) and [Section 3](#) for Teachers and Music Instructors.

In addition Angus Council has the following terms and conditions of employment applicable to Teachers and Music Instructors, covering the following subjects: Supporting Attendance, Email & Internet Use, Employee Gender Based Violence, Flexible Working, Bullying & harassment at work, HIV & Aids in employment, Management of Stress at Work, Use of Social Media and Whistleblowing.

The AJNCT local agreements are:

[AJNCT 1](#) - Local Agreements – Constitution

[AJNCT 2](#) - 35 Hour Working Week

[AJNCT 3](#) - Continuing Professional Development

[AJNCT 4](#) - Music Instructors: 35 Hour Week and Additional 35 Hours Per Annum CPD

[AJNCT 5](#) - Educational Development Services: Job Titles and Conditions of Service

[AJNCT 6](#) - Educational Psychology Service: Conditions of Service

[AJNCT 7](#) - Acting Head Teachers (Primary Schools): Creation of A Pool of Candidates

[AJNCT 9](#) - Amendments to AJNCT Constitution - Devolved Decision Making

[AJNCT 10](#) - Grievance Procedures for Angus Teachers

[AJNCT 11](#) - Disciplinary Procedures for Angus Teachers

[AJNCT 12](#) - Appointment Procedures: Principal Teacher Posts in Primary Schools

[AJNCT 13](#) - Appointment Procedures: Principal Teacher Posts in Secondary Schools

[AJNCT 14](#) - Job Sizing Procedures

[AJNCT 15](#) - Professional Review and Development

[AJNCT 16](#) - Job Descriptions - Secondary Schools

[AJNCT 17](#) - Job Descriptions - Primary Schools

[AJNCT 18](#) - School Closures/Amalgamations - Redeployment of Teaching Staff

[AJNCT 20](#) - Job Share Arrangements and the 22½ Hr/23½ Hr Pupil Contact Week

[AJNCT 21](#) - Principal Teachers (Subject)

[AJNCT 22](#) - 22½ Hour Pupil Contact Week for Primary School Teachers

[AJNCT 23](#) - Promoted Posts in Primary Schools: Adjustments to Staff Establishment

[AJNCT 24](#) - Learning Visits

[AJNCT 25](#) - Travelling and Subsistence Expenses for Teachers

[AJNCT 26](#) - Appointment of Head Teachers (Revised)

[AJNCT 26A](#) – Appointment of Depute Head Teachers (Revised)

[AJNCT 27](#) - Addendum to AJNCT Constitution - Protocol on Liaison with The Media

[AJNCT 28](#) – Managing Workforce Change Policy for Teachers and Associated Education Professionals

[AJNCT 29/30](#) – Procedures for Dealing with Headteacher, Depute Head Teacher and Principal Teacher Competence

[AJNCT 31](#) – Workload Control

[AJNCT 32](#) – Procedures for managing sickness absence for teachers and associated education professionals

[AJNCT 33](#) – Recruitment Procedures for Temporary Promoted Posts in Primary & Secondary Schools

<b>Version</b>	<b>Date</b>	<b>Brief Summary of Changes</b>	<b>Author</b>
1.0	August 2020 (issue October 2022)	Review existing conditions of service to comply with Employment Right (Employment Particulars and Paid Annual Leave) (Amendment) Regulations 2018 to comply with requirements for issuing written statements of employment (6 April 2020)	Fiona Thain
2.0	August 2023	Updated Employee Benefits section	Monika Tachasiuk