



Appendix 1 - General Terms and Conditions of Service Teaching Posts

1. Working Year / Week

Teachers

The standard working year shall be 195 days of which 190 days will coincide with the school year for pupils, with the remaining 5 days being worked on duties as planned by the Council.

The standard working pattern will be 35 hours per week, normally Monday to Friday. Within the standard 35 hour working week a maximum of 22.5 hours will be devoted to class contact time. Probationary Teachers will have a maximum of 18.5 hours (Local Agreement is 18 hours) devoted to class contract time.

Music Instructors

The standard working year shall be 195 days of which 190 days will coincide with the school year for pupils with the remaining 5 days being will be used locally for directed in-service training.

The standard working pattern will be 35 hours per week, normally Monday to Friday. Within the standard 35 hour working week a maximum of 27.5 hours in any one week will be devoted to class contact time. The remaining 7.5 hours will be worked in accordance with part 2 sections 3.13 and 3.14 of SNCT Conditions of Service.

Educational Psychologists / Service Improvement Officers

The standard working pattern will be 35 hours per week, normally Monday to Friday.

2. Annual Leave and Public Holiday Entitlement and Holiday Periods

Teachers / Music Instructors

Annual leave entitlement for Teachers and Music Instructors shall be 40 days. Annual leave entitlement will be pro-rata for part-time / part-week employees. Public holiday entitlement for teachers and music instructors is included within the annual leave figures.

The placement of the 40 days annual leave within the school holiday periods shall be agreed at LNCT, with the leave days being allocated in a broadly proportionate manner across the four main school holiday periods (Autumn, Winter, Spring and

Summer). The balance of days within the school holiday periods shall be days of school closure.

All teachers and music instructors will accrue leave on the basis of 0.2051 of a day for each day worked in the school session and pro-rata for each part day worked. This does not affect the standard leave year, which commences on 1 September each year.

Where a teacher leaves, the entitlement is the number of days calculated as above, less the number of days leave already taken. Where any balance of leave cannot be taken the teacher will be paid a day's pay for each unused day of leave.

In the case of a teacher who, at the date of leaving employment, 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 entitlement.

Educational Psychologists / Service Improvement Officers

Annual leave entitlement for Educational Psychologists and Service Improvement Officers shall be 35 days for those with less than 5 years continuous service at the start of the leave year or 40 days for those with 5 years or more continuous service. Annual leave entitlement will be pro-rata for part-time / part-week employees.

Public holiday entitlement for Educational Psychologists and Service Improvement Officers is included within the annual leave figures.

The standard leave year commences on 1 September each year.

3. School Closure Days

Teachers and Music Instructors shall be entitled to a maximum of 26 unpaid school closure days within the school holiday periods (excluding weekends). Allocation of school closure days shall be agreed at LNCT, with the days being allocated in a broadly proportionate manner across the four main school holiday periods (Autumn, Winter, Spring and Summer). The balance of days within the school holiday periods shall be annual leave.

Teachers and music instructors returning from maternity, adoption or paternity leave and who wish to take the balance of annual leave that has accrued during that leave shall, in the first instance, be required to take this leave during School Closure periods. Any additional outstanding leave not able to be taken within school closure days shall be taken at a time agreed by the Head Teacher, subject to the overriding needs of the service and should normally be taken in the term in which the return to work takes place or within the following term.

4. Work Outside the United Kingdom (Statement required by Employment Rights Act 1996)

At the present time it is not anticipated that your role would include work outside the United Kingdom.

5. Pay

The salary year for teachers and music instructors shall run from 1 August in any year to the 31 July the following year. All employees will normally be paid monthly by credit transfer to their bank on the last working day of each calendar month in respect of the current calendar month.

The daily rate of pay for all teachers and music instructors will be 1 / 235 of the annual rate of salary. The hourly rate of pay will be calculated on the basis of 1 / 1645 of the annual rate of salary.

6. Pension

You are subject to the Scottish Teachers' Superannuation Scheme which is contracted out of the State Second Pension. You will automatically become a member of the Scheme. You are entitled to opt out of the Scheme in order to make alternative pension provision at any time.

7. Sickness Absence

You will be required to inform your Principal Teacher / Deputy Head Teacher / Head Teacher / Head of Schools as soon as possible and before your normal start time, on the first day of absence due to sickness.

If you are unable to return to work on the fourth day of absence you must inform your Principal Teacher / Deputy Head Teacher / Head Teacher / Head of Schools as soon as possible on that day.

Where the absence continues up to 7 days, on return to work, you will be required to self-certify the whole of your absence on the appropriate form which will be provided by the Council. Where the absence extends beyond 7 days, you will submit a Doctor's Fit Note.

An employee's entitlement to sickness allowance will depend on the length of continuous service as follows:

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.

Payment of sickness allowance may be suspended where the Council has reason to believe that the absence is due to the employee's own misconduct, negligence,

deliberate conduct which is prejudicial to recovery, or failure to observe the terms pertaining to the sickness allowance scheme.

Where an employee receives damages as a result of a non-work related accident, any sickness allowance made due to the accident must be repaid to the Council, unless the employee has been the victim of a violent crime and the damages are awarded by the Criminal Injuries Compensation Authority.

Where you, owing to certified absence, as set out in paragraphs 6.20 to 6.30 of SNCT Handbook, have been incapacitated for a continuous period of 8 consecutive days or more, you will accrue compensatory leave if the following conditions are met. For each certified absence the employee will accrue compensatory leave of 2 days for every 5 days of designated annual leave which cannot be taken, subject to a maximum credit of 8 such days in any one leave year.

8. Travel Expenses

If you use your own vehicle on authority business you must possess an appropriate current driving licence with business insurance cover which you must evidence to the Authority when you take up your post and when requested thereafter. The appropriate mileage rate which may be claimed for use of your own vehicle is:

First 1000 miles a year.	53.65 pence per mile.
Next 7500 miles a year.	43.65 pence per mile.
After 8500 miles a year.	12.6 pence per mile.

9. Disciplinary Rules and Procedure

A copy of the Council Staff Rules is available on the Glow website or from HR and Performance. Any breach of these rules will render you liable to disciplinary action.

The Council reserves the right to amend the Disciplinary Rules from time to time to take account of changing circumstances.

A formal procedure has been agreed for dealing with disciplinary matters and is detailed in the provisions referred to above.

Appeals against warnings may be made in writing to the Head of Service.

10. Settlement of Grievances

If any difference or grievance should arise between yourself and the Authority, you should first raise this orally or in writing with your Line Manager or Head Teacher. Alternatively where the matters concern the Line Manager / Head Teacher, the issue should be referred, under the informal stage of the Procedure to the next level of management. Should the matter not be resolved at this level, subsequent steps are set out in the Authority's Grievance Policy and Procedure, a copy of which is available on the Glow website or from HR and Performance.

11. Code of Conduct

As a term of employment you will adhere to the principles of the Code of Conduct for Employees of Orkney Islands Council, a copy of which is available on the Glow website or from HR and Performance.

12. Confidentiality

You shall not either during your employment (except in the proper performance of your duties) nor at any time after its termination, use for your own purposes (or for any purposes other than those of the Council) or divulge to any person, corporation, company or other organisation whatsoever any confidential information belonging to the Council or to any subsidiary organisation or relating to its or their affairs or dealings which may come to your knowledge during your employment. This restriction shall cease to apply to any information or knowledge, which may come into the public domain after the termination of your employment, other than as a result of unauthorised disclosure by you or by any third party.

Confidential information shall include, but not be limited to the following:

- A.** Information concerning the services offered or provided by the Council including the names of any persons, companies or other organisations to whom such services are provided, their requirements and the terms upon which services are provided to them (save that such information shall not be regarded as confidential once it has been published in any Council document or other format which is available to the member of the public).
- B.** Any information relating to a proposed re-organisation, expansion or contraction of the Council's activities including such proposal which involves the activities of any other corporation or organisation.
- C.** Financial information relating to the Council (save to the extent that such information is published or readily available to the general public).
- D.** Details of the employees of the Council the remuneration and other benefits paid to them (unless this information is published or readily available to the general public).
- E.** Any information that you have been told is confidential or which you may reasonably expect to be confidential.
- F.** Any information that has been given to the Council in confidence by other individuals, companies or organisations.

All records, documents and other papers (together with any paper or electronic copies or extracts thereof) made or acquired by you in the course of your employment shall be the property of the Council and must be returned on the termination of your employment.

Any breach of confidentiality relating to the provisions of this clause will be considered a serious breach of discipline and will lead to action being taken under the Council's disciplinary procedure.

None of the foregoing affects disclosure under the provision of the Public Disclosure Act 1988.

13. Data Protection

In employing you, the Council shall process your personal data in compliance with the Data Protection Act 1998 (the "DPA"). You have a right of access to the personal data that the Council processes about you (although not all information that relates to you amounts to personal data).

Generally, the Council shall process your personal data for the purpose of administering the employment relationship, for administering (or assisting in the administration of) your pension and / or any other employee benefit, for administering the statutory and contractual sick pay system, for monitoring and assessing your performance or your compliance with the Council's policies and, generally for administering all matters relating to the wider employment relationship. If the Council is subject to a re-organisation involving a third-party then certain of your details may be made available to that third party to facilitate that process. The DPA provides a lawful basis for processing your information for many of these purposes without the requirement of seeking consent, for instance, when these purposes are in the Council's legitimate interests or the processing is necessary to allow the Council to meet obligations or exercise rights which arise in the context of the employment relationship.

Without prejudice to the above and without limitation to the ability of the Council to process your sensitive personal data for other purposes, the Council shall process your sensitive personal data for the purposes of administering the employment relationship and, by signing these terms and conditions, you confirm that, where such processing is not necessary in order to exercise or perform any right or obligation arising in connection with your employment, such processing is done with your fully informed consent.

You may withdraw consent for the processing specified above by delivering a written notice to the Council, by recorded delivery at the Council's normal place of business. However, you should be aware that such withdrawal shall not exempt you from your obligations under these terms and conditions and that, in certain circumstances, the withdrawal of consent will, by its very nature limit the Council's ability to comply with its own obligations to you. Where, as a result of a withdrawal of consent for processing of specified above, the Council fails to fulfil any obligation owed to you under these terms and conditions then the Council shall not be in breach of contract as a result thereof.

Where you withdraw or subsequently refuse to give consent for processing of sensitive personal data the Council shall nonetheless be entitled to continue to process such sensitive personal data where they are otherwise entitled to do so in accordance with the DPA.

You acknowledge that if, during the course of your employment, you have access to personal data whether or not on computer and whether on the office or at home or elsewhere, you must take adequate precautions to ensure protection of that personal data so that neither the Council nor individuals are liable to prosecution as a result of a disclosure. You must comply with both the provisions of the DPA and the Council's own policies and procedures in this regard.

14. Copyright

The copyright in all records and documents made by you in the course of your employment shall belong to the Council.

15. Restrictions on Other Employment

Orkney Islands Council is deemed to be the main employer of anyone who is contracted for 24 hours or more per week. In these circumstances you shall not engage in any other business or take up any additional part time work without the Council's prior approval.

16. Criminal Record Checks

If your post requires you have a satisfactory Disclosure Scotland clearance, either a standard or enhanced Police Act Disclosure or Protecting Vulnerable Groups Scheme Membership, Orkney Islands Council requires that you inform your line manager in writing of any contact you may have with the police on matters likely to affect your work, for example an interview under caution, a charge or receipt of a Police Warning.

You must report this immediately so that your employer can determine whether you are able to continue / resume your duties.

17. Asylum and Immigration Act 1996

We have an obligation under Section 8 of the Asylum and Immigration Act 1996 to ensure that we employ only those who are legally permitted to work in the United Kingdom. You will be required to provide for our inspection evidence which confirms your right to work or be in the United Kingdom. Such document(s) should be provided before you take up your employment with the Council and appropriately thereafter if the evidence provided is of a temporary nature.