

NASUWT
The Teachers' Union

conditions of service



a guide for students and newly qualified teachers
ENGLAND and WALES

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the largest UK-wide teachers' union

Conditions of Service England and Wales

A guide for students seeking their first teaching appointment.

This advice manual deals with those matters that are commonly of concern to those newly qualified either seeking employment as a teacher or just embarking on their first teaching post in state schools in England or Wales.

The manual is set out in chapters dealing with pay, contracts and conditions of service.

The NASUWT produces a separate guidance manual which deals with the induction period for newly qualified teachers.

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1. Introduction

Conditions of service for teachers in local authority maintained schools (not academies or independent schools) are derived from three basic sources:

- The School Teachers' Pay and Conditions Document, often referred to as the Blue Book, sets out the provision on teachers' pay, working time, professional duties and conditions of service accepted by the Government from recommendations made by the School Teachers' Review Body.
- The Conditions of Service for School Teachers in England and Wales, more commonly referred to as the Burgundy Book, is a national agreement between local education authorities and the teachers' organisations which covers many areas of conditions of service, including sick pay, maternity pay and notice.
- Local agreements which may exist, either on issues not covered in these documents, such as non-contact time, or on issues such as cover, sick leave or maternity pay where the local agreement improves upon the national agreement.

Copies of the Blue Book, the Burgundy Book and any local agreements should be available for consultation in your school.

This advice manual sets out the main provisions of these documents in respect of pay, contracts, and conditions of service.

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2. Pay

2.1 Salary scales of teachers employed in maintained schools in England and Wales

Teachers' pay in England and Wales is reviewed by the School Teachers' Review Body (STRB) which makes recommendations to the Secretary of State for Children, Schools and Families who considers the recommendations, comments on them and then makes an Order under the Remuneration of Teachers Act 1991.

The Secretary of State for Children, Schools and Families has confirmed his acceptance of the STRB recommendations on teachers' pay for 2008-11. The salary scales from September 2008 for teachers in England and Wales (outside London and the fringe area) are set out below.

Classroom Teachers 2008	
Spine Point	1 Sept 2008
M1	£20,627
M2	£22,259
M3	£24,048
M4	£25,898
M5	£27,939
M6	£30,148
Threshold	
Upper Pay Range	
1	£32,660
2	£33,870
3	£35,121

2.2 Placement on the scale

Your starting salary will depend on the number of spine points allocated to you by your governing body on the following grounds:

2.2.1 Qualifications

There are no longer any extra points given for qualifications. The minimum starting point for new entrants is therefore M1.

2.2.2 Experience

The relevant body has discretion to award additional points on the main pay scale for years of relevant experience other than teaching experience, which attract mandatory experience points. This may include teaching in independent schools, or in schools in Scotland, Northern Ireland, the Channel Islands, the Isle of Man or overseas, or non-teaching experience, whether paid or not, which the relevant body considers of value to the performance of the teacher's duties. The relevant body can decide what should count as relevant experience in this context, and how many such points to award. Each case should be considered on its merits. Once awarded, experience points, whether originally mandatory or discretionary, may not be taken away, regardless of whether the teacher remains in the same school or obtains a post in another school. No teacher can be paid more than five points for experience.

Mature students please note!

Before local management of schools, local authorities (LA) had standard formulae to calculate the discretionary increments for experience other than as a teacher. This usually took the form of one increment for each three years of service which were deemed to be relevant to teaching. In some cases, for example where industrial experience was particularly relevant to the post to which the teacher was appointed, the teacher could be awarded one increment for each year of service.

It is now for the governing body to determine whether to award discretionary experience points, and if so in what circumstances and at what level discretion will be exercised.

The school should include its pay policy as part of the documentation it sends to applicants for posts. If you have not been sent one then you should ask. Some school pay policies set out very clearly how discretion will be exercised. The majority do not; they simply state that the governing body has the power to exercise discretion for experience other than teaching.

You must ascertain and negotiate at the interview whether or not the governing body intends awarding discretionary experience points to you. It is too late afterwards.

Mature entrants to the teaching profession will need to consider if it would be to their advantage to transfer any existing pension-accrued benefits from a pension scheme linked to previous employment into the teachers' scheme. A decision to do so will depend upon the relative benefits available in each scheme, and the value attached to previous accrued benefits by the Teachers' Pension Agency. Members are advised to seek advice on the process from the NASUWT and independent financial advice on the efficiency of doing so. Applications to make a transfer must be made to Teachers' Pension Agency within one year of joining the scheme.

2.2.3 Special educational needs allowances

There are two allowances for working with children with special educational needs. Special Educational Needs Allowance 1 must be given to classroom teachers in special schools, those taking charge of special classes of children who are hearing or visually impaired, or those appointed to designated special classes in mainstream schools. It may be awarded on a discretionary basis in other mainstream circumstances.

Special Educational Needs Allowance 2 may be awarded to a teacher who fulfils the criteria for a first Special Educational Needs Allowance in the School Teachers' Pay and Conditions Document and in addition who has experience or qualifications which are considered particularly relevant to the teacher's work.

Before formally accepting a post, you should establish the spine point at which you will be placed and the starting salary that you will receive. This should be discussed at the interview. If you are made a verbal offer and wish to accept the post, then you should do so provisionally, subject to the receipt in writing of a formal offer clearly stating the spine point and starting salary.

NOTE: A review is currently being undertaken of the Special Needs Allowances by the School Teachers' Review Body.

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2.2.4 Discretionary additional payments

Governing bodies and LAs may make whatever payment they see fit to a teacher for:

- continuing professional development undertaken outside the school day;
- activities relating to the provision of initial teacher training (ITT) as part of the ordinary conduct of the school; and
- participation in out-of-school learning activities.

The relevant pay policy should set out the criteria by which the governing body determines the nature and level of such payments. Teachers should remember that there is no requirement for them to undertake any of the above activities outside the school day and that to do so is the choice of the individual, not the school, governing body or LA. Similarly, teachers who undertake school-based ITT activities do so on a voluntary basis, unless they are an Advanced Skills Teacher (AST) for whom this is a professional duty.

2.3 Incremental progression

Your salary will advance by one full increment at 1 September each year provided that you have completed at that date the required amount of service to qualify. You need to have completed at least 26 weeks of teaching employment, whether continuous or not, within the previous 12 months. It does not matter whether this is on a full- or part-time basis. As long as you have worked in a week, whether one day or five days, that week will count towards an increment. Incremental advancement stops at spine point 6.

2.4 London area scales

Teachers in Inner London, Outer London and the Fringe have a separate pay scale. The Secretary of State for Children, Schools and Families has confirmed his acceptance of the STRB recommendations on the rates of teachers' pay for 2008-11. The salary scales from September 2008 for teachers in London and the fringe area are as follows:

● Inner London	Barking and Dagenham, Brent, Camden, City of London, Ealing, Greenwich, Hackney, Hammersmith and Fulham, Haringey, Islington, Kensington and Chelsea, Lambeth, Lewisham, Merton, Newham, Southwark, Tower Hamlets, Wandsworth, and Westminster.
Spine Point	1 Sept 2008
Main Pay Scale	
M1	£25,000
M2	£26,581
M3	£28,261
M4	£30,047
M5	£32,358
M6	£34,768
Upper Pay Scale	
U1	£39,114
U2	£41,035
U3	£42,419

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● Outer London	Barnet, Bexley, Bromley, Croydon, Enfield, Harrow, Havering, Hillingdon, Hounslow, Kingston-upon-Thames, Redbridge, Richmond, Sutton, and Waltham Forest.
Spine Point	1 Sept 2008
Main Pay Scale	
M1	£24,000
M2	£25,487
M3	£27,065
M4	£28,741
M5	£31,178
M6	£33,554
Upper Pay Scale	
U1	£35,926
U2	£37,257
U3	£38,634

● Fringe	The whole of Surrey and the District Council Areas of Bracknell, Slough, Windsor and Maidenhead (Berkshire), South Buckinghamshire and Chiltern (Buckinghamshire), Basildon, Brentwood, Epping Forest, Harlow and Thurrock (in Essex), Broxbourne, Dacorum, East Hertfordshire, Hertsmere, St Albans, Three Rivers, Watford and Welwyn/Hatfield (in Hertfordshire), Dartford and Sevenoaks (in Kent), and Crawley (in West Sussex).
Spine Point	1 Sept 2008
Main Pay Scale	
M1	£21,619
M2	£23,248
M3	£25,037
M4	£26,894
M5	£28,931
M6	£31,138
Upper Pay Scale	
U1	£33,652
U2	£34,860
U3	£36,141

2.5 Discretionary recruitment incentives

Governing bodies and LAs may make such payments or provide other financial assistance, support or benefits to a teacher as they consider necessary as an incentive for the recruitment of new teachers and the retention in their service of existing teachers. A recruitment incentive that consists of periodic payments can only be paid for a maximum of three years and cannot be renewed.

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2.5.1 Golden hellos

In England, newly qualified teachers may be eligible for a golden hello payment, depending on their subject area. Further details on golden hello payments can be obtained from the TDA website at www.tda.gov.uk.

In Wales, golden hellos are referred to as teaching grants. Newly qualified teachers may be eligible for these payments, depending on their subject area. Further details on teaching grants can be obtained from the TDA website at www.tda.gov.uk.

2.6 Deductions from salary

2.6.1 Pensions

The NASUWT strongly recommends that teachers make their pension provisions through the Teachers' Pension Scheme (TPS). From 1 January 2007 all new full-time and part-time teachers will be placed in the Scheme automatically. You are entitled, if you wish, to make your own pension arrangements but the very firm advice of the NASUWT is that teachers are generally far better off with the guaranteed, index-linked and defined benefits of the teachers' final salary scheme.

The recent review of the Teachers' Pension Scheme has produced a number of changes to the Scheme. Details of the changes to the Teachers' Pension Scheme are available from your local NASUWT Representative or Teachers' Pensions website on www.teacherspensions.net.

2.6.2 Income tax

Taxable salary is calculated by subtracting the following elements from your gross pay:

- 6.4% teachers' pension contributions and other non-taxable pension contributions;
- personal allowance which for 2008/09 is £6,035;
- any other non-taxable allowance.

Having calculated your taxable salary, up to £34,800 will be taxed at 20% and over £34,800 at 40%.

2.6.3 National insurance

As a member of the Teachers' Pension Scheme, you are contracted-out of the State Second Pension (S2P) because your earnings-related pension will be provided by the TPS. This means you pay the lower contracted-out rate of national insurance contributions.

The 'working life' on which your basic state pension is based is counted from the age of 16 but you are allowed to discount up to five years and any years you will have spent at home looking after children or a sick person. You can only cover a gap in national insurance contributions that has occurred in the last five years and if these contributions are not brought up to date it can mean reductions in the widow's pension, state retirement pension and maternity benefits. If you want to clarify your national insurance position, or need more details of how to improve it, contact your local JobCentre Plus Office quoting your national insurance number.

Contracted-out national insurance contributions as of 6 April 2008 are calculated as follows:

- the first £105 of a week's pay is not counted;
- the remainder up to a salary of £770 per week is at 9.4%;
- earnings above £770 per week are subject to a national insurance contribution of 1%.

Example:

A teacher on point M1 (pay scale for England and Wales) of the pay scale in September 2007 (annual salary £20,133 = weekly pay of £387.17) will pay:

$$\begin{aligned} & \text{£105 @ 0.00\%} = \text{£0.00} \\ & (\text{£387.17} - \text{£105}) @ 9.4\% = \text{£27.00}^* (26.52) \\ & \text{Total} = \text{£27.00}^* \end{aligned}$$

The above tax allowances and tax and NI rates are applicable from April 2008.

*Figures rounded to nearest whole pound.

2.6.4 Salary sacrifice schemes

Teachers may voluntarily participate in salary sacrifice arrangements linked to certain activities recognised as attracting tax breaks, namely, childcare vouchers and other childcare benefit schemes, bicycles for work and mobile phones. Such participation will not affect pensionable salary or pension contributions of teachers. Teachers' employers should consider offering teachers these salary sacrifice arrangements and are encouraged to do so. Teachers may participate in salary sacrifice where their employers provide such arrangements. Where employers do not provide salary sacrifice arrangements, teachers may choose to register their interest in particular schemes by completing and forwarding the expression of interest form available at www.teachernet.gov.uk/pay. This form may also be used for registering an interest where the employer does provide salary sacrifice arrangements. It contains some basic advice on salary sacrifice, the need to individuals to consider carefully the possible consequences of participation in the light of their personal circumstances, and gives links to further guidance.

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3. Contracts

3.1 Accepting a post

It is very common for newly qualified teachers seeking posts to accept the offer of a job and then afterwards to have second thoughts. Once a job has been offered and that offer has been accepted, a legal contract comes into existence, even if there is nothing in writing to confirm the agreement.

Any contract can be terminated by the mutual agreement of the parties. However, a newly qualified teacher reneging on a verbal or written acceptance of a job offer is in breach of contract and is liable to be sued. It is not possible to advise on whether this is a likely outcome in any individual case, nor is it possible to quantify the cost associated with a court decision in favour of the employer. Costs would be by way of damages which would probably include the costs of re-advertising the post, paying the travelling and subsistence allowances in respect of those called for interview, together with the expenses (which could include loss of earnings) of those undertaking the short-listing and interview. If a supply teacher is required to cover the absence, damages could also include the difference in salary cost between the NQT and the supply teacher.

If you are to attend interviews for more than one post and are offered a job before you have attended all the interviews, you have a number of options. You could state that you want time to consider the offer; or you could reject the offer in the hope that you are offered the job which you prefer at a subsequent interview; or you may decide it is safer to accept the job; or you openly state that you are to be interviewed for a post in another school and you wish to keep your options open.

Whichever of these options you choose will depend upon your own particular circumstances. For example, keeping your options open would be worth considering if the post on offer is on a fixed-term basis, whereas the following interview is for a permanent contract. Only you can decide which line to take. The best advice is not to accept a job you do not want.

A school that departs from the terms of the contract which was offered and accepted will similarly be in breach of contract. In such circumstances you should contact your NASUWT Regional Centre as a matter of urgency.

It is important to understand the nature of the post under offer. You should give priority to permanent teaching posts, but there may be circumstances if, for example, you are restricted to a particular area, where the only posts available to you are temporary.

3.2 Temporary contracts

The Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002 came into force on 1 October 2002. The Regulations give fixed-term employees the right in principle not to be treated less favourably than permanent employees of the same employer doing similar work.

Under these Regulations, the three types of temporary contract that applied in the UK (fixed term, specific task, future event) are now all known as fixed-term contracts. The Regulations prevent employers from using a succession of fixed-term contracts by limiting such contracts to a maximum period of four years. The contract will be deemed to be permanent after four years unless the reason for the fixed-term contract can be objectively justified. However, the four-year period will only begin to accrue from 10 July 2002.

3.2.1 Notice clause

Sometimes, there will be included in such a contract a clause stating a notice period which allows termination at a date prior to the termination date. If a notice clause is not included within the contract and the employer terminated the contract before the termination date, it may be possible for the employee to claim damages for unpaid remuneration in respect of the remainder of the contract.

3.2.2 Unfair dismissal

Expiry of a fixed-term contract is a dismissal. Prior to the expiry of a fixed-term contract an employer should:

- review whether there is any suitable alternative employment;
- discuss any available options with the teacher;
- give written notice of the dismissal;
- give the teacher the opportunity of a hearing;
- give the teacher the opportunity of an appeal.

A teacher employed on a contract or series of contracts of one or more years¹ duration has the same rights to claim compensation for unfair dismissal and redundancy pay as other dismissed employees. In the case of a fixed-term contract of less than one year's duration, an employee will normally have no right to claim unfair dismissal.

3.2.3 Legislation

It is now presumed that if the dismissal does not relate to an individual (e.g. misconduct) the dismissal is by virtue of redundancy and the statutory consultation is triggered. This consultation must now cover ways of: avoiding the redundancy; reducing the number of employees to be made redundant; and mitigating the consequences of the dismissal. Where more than 20 employees are to be dismissed, consultation with the recognised unions or elected workplace representatives must be undertaken 'with a view to reaching agreement'. Consultation must be with the individual(s) involved where the threshold of 20 is not reached. In practice, governing bodies and LAs will continue to consult the recognised unions.

If the post covered by a teacher employed on a fixed-term contract is to continue beyond the date of the fixed term, the teacher should be offered renewal of the contract without the post being advertised in order to comply with the duty of an employer to seek to avoid redundancy. If this is not happening in your school, you should contact the NASUWT. If you have not been employed for one year there will be no redress in law against employers who do not comply with this stipulation.

No employee has the right to a permanent contract. (In any event, the term 'permanent' is a misnomer, since a contract is only as permanent as the notice period within it.) Sometimes, teachers think that once they have been employed for two years they must be offered a permanent contract. This is not so. The two years was the qualification period for employment protection rights. The teacher on a fixed-term contract having qualified for these rights will have the same remedies at law as a teacher on a permanent contract for unfair dismissal and a redundancy payment.

The NASUWT believes that fixed-term or other temporary contracts should be used only where there is a genuine fixed-term or other temporary need which is seen from the outset to be so. If you are offered a fixed-term or temporary contract you should enquire as to the reason for this.

¹ Qualification period for unfair dismissal claims is one year and for redundancy payment, two years.

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3.3 Continuity

Employment protection rights depend upon length of continuous service. If an existing contract is renewed immediately upon its termination then clearly there will be continuity. However, even though there may be a break between contracts it is sometimes possible for employment to be continuous.

3.4 Temporary cessation

If it can be established that the period between two successive fixed-term contracts is a temporary cessation of work then continuity is not broken. Obviously, each case may only be resolved on its merits in court. Nevertheless, the courts have established two broad principles which may be used as a guide.

3.4.1 Regular pattern

If there is a regular pattern of employment with regular breaks between successive contracts, whether fixed term or otherwise, continuity may be established. This is likely to involve a mathematical calculation of the break in comparison to the duration of the contracts on either side.

An example of this might be a succession of temporary contracts of a teacher each of less than one year's duration with a break for the Summer holiday. The Summer holiday might be defined as a temporary cessation of work and hence continuity would not be broken.

3.4.2 Irregular and uneven breaks

Where there have been irregular and uneven breaks over a number of years, consideration will be given to all the relevant evidence over the whole period of employment; the duration of the break; what was stated when the break occurred; what happened during the break; what was stated on re-engagement.

3.5 Sex discrimination

Temporary workers who become pregnant must not be treated unfavourably because of their pregnancy. Dismissal by virtue of pregnancy is automatically unfair.

Where temporary contracts are being renewed, pregnant workers' contracts should also be renewed. Failure to do this will result in claims for unfair dismissal and will amount to direct discrimination under both United Kingdom Law and European Case Law.

3.6 Payment of salary

The School Teachers' Pay and Conditions Document deals with the payment of part-time teachers and teachers employed on a short-notice basis:

NOTE: The School Teachers' Review Body is currently reviewing the provisions of the STPCD with a view to providing greater clarity on the calculation of part-time teachers' pay.

In the meantime, check the wording of the contract for specification of term dates and calculation of your pay rate. Ensure that you are receiving the full rate for the job. If you are in doubt contact your NASUWT Regional or National Centre.

3.7 Handing in your notice

There are strict rules about giving notice of intention to leave a teaching post and if these are not observed, a teacher will be in breach of contract. Unless specifically released by the LA, teachers can only leave at the end of a term. There are three deadlines for giving notice to leave:

- in the Autumn term, by 31 October;
- in the Spring term, by 28 February; and
- in the Summer term, by 31 May.

Contracts end respectively on 31 December; 30 April (or the last day of the Easter break if you are moving to another LA); and 31 August. Departing teachers are paid up to these dates.

If a teacher misses the deadline, the LA may insist on the teacher staying until the end of the following term. The strict rules may be waived with the agreement of the headteacher/governors of the school and of the LA. The LA may agree to let a teacher go either at the end of that term or at the following half term. It is unusual for the LA to go against the school's wishes. If you have any difficulties in these areas you should seek advice from your NASUWT Regional or National Centre.

3.8 Supply teaching

The NASUWT strongly advises any member wishing to work on a supply basis to seek employment through the LA or directly with the school. The salary paid will then be according to the Pay and Conditions Document and pension contributions can be made. This service will automatically count for incremental purposes.

If employment is through an agency the rate of pay will be determined by the agency and pension contributions to the teachers' pension scheme can not normally be made. This teaching service will not count for incremental purposes unless a future employer decides to use their discretion and accept it.

An NQT can work as a casual supply teacher for up to four terms. After four terms the next teaching post must be one where the NQT can undertake induction. An NQT is not permitted to complete an induction period by aggregating periods of short-term supply teaching of less than a term in duration.

A supply teacher who has not completed induction can only take engagements of one term or more if the headteacher has agreed in advance that the period will count towards induction. So, where partway through an engagement which had been expected to last less than a term, it becomes clear that the post will last for another term or more, the NQT and the headteacher will have to agree at that point that the remainder of the period of employment will count towards induction.

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4. Conditions of Service

4.1 Working time

A teacher employed full time must be available for work for 195 days in any school year, of which 190 are days on which they may be required to teach pupils in addition to carrying out other duties. Teachers are required to be available for 1,265 hours in a school year, during which they may be directed to perform duties by the headteacher. Any directions must be 'reasonable'. The Pay and Conditions Document states:

"In carrying out his professional duties a headteacher shall have regard to the desirability of teachers at the school being able to achieve a satisfactory balance between the time required to discharge his professional duties and the time required to pursue their personal interests outside of work."

The Document also states that *"a teacher shall work such **reasonable** additional hours as may be needed to enable him to discharge effectively his professional duties" but these hours "shall not be defined by the employer"*.

In January 2003, the historic National Agreement was signed between the Government, employers and school workforce unions which radically alters the teacher's contract and conditions of service.

All the contractual changes apply to headteachers, those on the leadership spine, all teachers including part time and regardless of whether the contract is temporary, fixed or permanent.

The Agreement aims to raise standards, tackle workload issues and enhance the professional status of the classroom teacher by allowing teachers to concentrate on teaching. The main contractual changes are outlined below:

- teachers should not routinely undertake administrative and clerical tasks such as chasing absences, collecting money and record keeping. There are 21 tasks listed in the Agreement which should no longer be the responsibility of teachers. Such tasks should be transferred to support staff in accordance with agreed procedures;
- teachers should not routinely be required to invigilate external exams;
- all teachers should enjoy a reasonable work/life balance. It is the responsibility of the headteacher to ensure that staff have an appropriate workload, having regard for their health and welfare;
- covering for absent colleagues will be limited initially to 38 hours per year with a progressive reduction to achieve the object of teachers at a school rarely covering at all;
- all teachers will be entitled to a minimum of 10% planning, preparation and assessment time within the timetabled teaching day;
- teachers with leadership and management responsibilities should have an allocation of time within school sessions to support these responsibilities in addition to PPA;
- headteachers should have dedicated 'headship' time to allow them to lead their schools.

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During the induction year, PPA time is additional to the 10% release time NQTs are entitled to for induction. Therefore, NQTs should receive 90% of a normal teaching timetable, of which 10% should be PPA time. E.g. If weekly school session time is 25 hours, the inductee should only teach for 22.5 hours (25-2.5), then 10% for PPA (22.5 hours x 90%) = 20.25 teaching hours per week and therefore 2.25 hours PPA.

The Pay and Conditions Document states that a teacher is not required routinely to undertake tasks of a clerical or administrative nature which do not call for the exercise of a teacher's professional skills or judgement.

Examples of the tasks are listed below (the list is not exhaustive):

- collecting money from pupils and parents;
- investigating a pupil's absence;
- bulk photocopying;
- typing or making word processed versions of manuscript material and producing revisions of such versions;
- word processing, copying and distributing bulk communications, including standard letters, to parents and pupils;
- producing class lists on the basis of information provided by teachers;
- keeping and filing records, including records based on data supplied by teachers;
- preparing, setting up and taking down classroom displays in accordance with decisions taken by teachers;
- producing analyses of attendance figures;
- producing analyses of examination results;
- collating pupil reports;
- administration of work experience (but not selecting placements and supporting pupils by advice or visits);
- administration of public and internal examinations;
- administration of cover for absent teachers;
- ordering, setting up and maintaining ICT equipment and software;
- ordering supplies and equipment;
- cataloguing, preparing, issuing and maintaining materials and equipment and stocktaking the same;
- taking verbatim notes or producing formal minutes of meetings;
- co-ordinating and submitting bids (for funding, school status and the like) using contributions by teachers and others;
- transferring manual data about pupils not covered by the above into computerised school management systems;
- managing the data in school management systems.

If you have difficulty in respect of any of the above matters, you should consult your local NASUWT Representative or the NASUWT Regional or National Centre, which is listed in Appendix 1.

4.2 Teachers' sick pay

The rights of teachers in respect of sick pay and sick leave are set out in the Burgundy Book. There is a sliding-scale entitlement according to length of service as follows:

- during the first year of service: full pay for 25 working days and after completing four calendar months' service, half pay for 50 working days;

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- during the second year of service: full pay for 50 working days and half pay for 50 working days;
- during the third year of service: full pay for 75 working days and half pay for 75 working days;
- during the fourth and successive years: full pay for 100 working days and half pay for 100 working days.

The scale shown here is the minimum. Certain local authorities will have agreed local improvement. Service with previous LAs counts towards this scheme. Working days are only those days on which the school is open, i.e. the 190/5 days as above.

Teachers are also entitled to statutory sick pay (SSP) which is a basic entitlement for all employees, whatever their job. This is paid for the first 28 weeks of absence, after which State Incapacity Benefit must be claimed. Claims should be made to Jobcentre Plus; an application form should have been sent to you by your employer. When a teacher is receiving full sick pay, SSP is included in this. When a teacher goes onto half pay, SSP will be paid on top. Teachers in their first years of service who have only a limited entitlement under the occupational scheme will continue to receive SSP after their entitlement to full and half pay has run out.

To make sure you secure your sick pay entitlement, you should do all you can to inform your school as soon as possible that you will not be at work. You do not need to send a doctor's note until you have been ill for eight days. If you have been off sick for more than three school days, you will be required to complete a form of self-certification when you return to work. If you suffer a long illness, you are likely to be asked to send a doctor's note at intervals during your absence.

4.3 Maternity rights

Maternity entitlement is related to length of service. The pay to which you may be entitled will, therefore, be based on how much service you had completed as a teacher before the birth. All women teachers are, however, entitled to a minimum 52 weeks' maternity leave, regardless of length of service. The leaflet 'Maternity, Paternity and Adoption Leave and Pay' can be obtained from the NASUWT by telephoning 0121 453 6150 or e-mailing despatch@mail.nasuwt.org.uk.

4.4 Paternity rights

One or two weeks' statutory paternity leave and pay are available at £117.18 a week as of April 2008 if 26 weeks' continuous service has been completed by the 15th week before the expected week of childbirth. There may be local agreements regarding paternity leave on full pay which improve on the statutory scheme.

4.5 Adoption rights

Entitlements regarding statutory adoption leave and pay are similar to the maternity entitlements. Under the Burgundy Book the postnatal provisions of the occupational maternity scheme can be extended to an adoptive parent.

The leaflet 'Maternity, Paternity and Adoption Leave and Pay' can be obtained from the NASUWT by telephoning 0121 453 6150 or e-mailing despatch@mail.nasuwt.org.uk.

4.6 Leave of absence

There is no national agreement on leave of absence, other than for sick leave and maternity leave. Entitlements for absence for such matters as bereavement, weddings, study leave, moving house and other circumstances all depend upon local agreements.

There will not always be a right to time off and time off may not always be with pay. Sometimes a decision on leave is delegated to the headteacher. The LA, however, is ultimately able to determine the right to leave of absence.

Employees have a statutory right to time off with pay for union duties and activities. Details of this will normally be found in local agreements.

Your LA will be able to inform you of your entitlements to leave of absence. In cases of dispute, help can be obtained from your NASUWT Representative or the Local Association.

4.7 Grievance, disciplinary and capability procedures

The governors are obliged to give you a copy of the procedures which apply. It is essential that you consult the NASUWT when involved in such situations. In the first instance, contact your NASUWT Representative for advice and assistance.

conditions of service

5. Frequently Asked Questions

I have been given a one-year contract which I have been told will be made permanent if I successfully complete induction. Is this acceptable?

The short answer is NO! A fixed-term contract should only be given for a genuine reason, e.g. to cover for someone on maternity or sick leave. You should enquire as to why the contract is temporary. The difficulty is that although this is bad practice it is not illegal. As the contract is for a year you will have accrued enough service to challenge the school if the post continues but your contract is not confirmed the following September. Please see the section on temporary contracts for further information.

I think that my classroom environment is really important and I want to ensure that it is as good as possible by putting up classroom displays. Why shouldn't I?

Your classroom environment is important and you can decide on what displays you would like to put up to enhance it. However, you should not be physically attaching things to the wall; this is a role for support staff under your direction. Your role as a teacher is extremely important and your time needs to be spent on teaching and learning activities rather than decorating.

What should I do if I start work in a school that expects teachers to carry out the administrative tasks that are on the list of things we should not do?

The list of tasks is taken from the School Teachers' Pay and Conditions Document; this is a legal document which the school has to abide by. The whole point of the National Agreement is to free teachers to teach and to reduce their workload by identifying tasks which do not require the expertise of a qualified teacher. Teachers cannot choose or be directed to do these tasks because it is an inappropriate use of teachers' time and it is prohibited by your contract.

The National Agreement obviously contains great benefits for teachers but as a new teacher I would be nervous to challenge working practice in my new school. How can I make sure that I get the benefits without getting into trouble?

It is understandable that you would not want to challenge the school as an NQT. If there are any provisions of the National Agreement that are not being adhered to in your school you should contact your NASUWT Representative, Local Association Secretary or Regional or National Centre for advice. (Regional and National Centre contact details can be found in Appendix 1.)

What is PPA time and should I have it as an NQT?

PPA time is planning, preparation and assessment time. From September 2005, all teachers are entitled to PPA time, including NQTs. You should therefore, as an NQT, receive 90% of a normal teaching timetable in the school as part of your induction period. Ten per cent of this 90% should be designated PPA time.

I will be teaching a shortage subject – will I be entitled to an extra payment?

Golden hellos are only available to trainees on PGCE or SCITT courses. See section 2.5.1 on page 10.

What opportunities are there for teachers' career progression?

There is a range of opportunities for classroom teachers to progress during their careers, including threshold, UPS progression, advanced skills teachers, excellent teachers, TLRs, fast track teaching programme and progression into leadership roles.

Appendix 1

Regional and National Centre Contacts

Eastern Regional Centre

St James House, The Anderson Centre,
Olding Road, Bury St Edmunds
Suffolk IP33 3TA
Tel: 01284 772300
Fax: 01284 772309
E-mail: rc-eastern@mail.nasuwt.org.uk

East Midlands Regional Centre

Colliers Way, Phoenix Park,
Nottingham NG8 6AT
Tel: 0115 976 7180 Fax: 0115 976 7189
E-mail: rc-eastmids@mail.nasuwt.org.uk

Greater London Regional Centre

65 St John Street, Farringdon,
London EC1M 4AN
Tel: 020 7490 6130
Fax: 020 7490 6138
E-mail: rc-london@mail.nasuwt.org.uk

North East Regional Centre

Witney Way, Boldon Colliery,
Tyne and Wear NE35 9PE
Tel: 0191 519 5300
Fax: 0191 519 5309
E-mail: rc-northeast@mail.nasuwt.org.uk

North West Regional Centre

North Quarry Business Village
Skull House Lane,
Appley Bridge, Lancashire WN6 9DL
Tel: 01257 256800
Fax: 01257 256809
E-mail: rc-northwest@mail.nasuwt.org.uk

South East Regional Centre

Milestone House, Portsmouth Road,
Send, Surrey GU23 7JZ
Tel: 01483 226130
Fax: 01483 226139
E-mail: rc-southeast@mail.nasuwt.org.uk

South West Regional Centre

2 Marlborough Court, Manaton Close,
Matford Business Park, Exeter EX2 8PF
Tel: 01392 822500
Fax: 01392 822509
E-mail: rc-southwest@mail.nasuwt.org.uk

West Midlands Regional Centre

Unit A, Ludgate Court
Water Street
Birmingham B3 1ER
Tel: 0121 643 4434
Fax: 0121 633 4550
E-mail: rc-westmids@mail.nasuwt.org.uk

Yorkshire and Humberside Regional Centre

241 Leeds Road, Rothwell,
Leeds LS26 0GR
Tel: 0113 201 4600
Fax: 0113 201 4609
E-mail: rc-yorks&humb@mail.nasuwt.org.uk

Wales National Centre

Greenwood Close/Clos Greenwood,
Cardiff Gate Business Park/Parc Busnes
Forth Caerdydd, Cardiff/Caerdydd CF23
8RD
Tel/Ffôn: 029 2054 6080
Fax/Ffacs: 029 2054 6089
E-mail/E-bost:
rc-wales-cymru@mail.nasuwt.org.uk

Northern Ireland National Centre

Ben Madigan House, Edgewater Office
Park,
Edgewater Road, Belfast BT3 9JQ
Tel: 028 9078 4480
Fax: 028 9078 4489
E-mail: rc-nireland@mail.nasuwt.org.uk

Scotland National Centre

6 Waterloo Place, Edinburgh EH1 3EG

NASUWT

JOIN

the union for all teachers today
either online www.teachersunion.org.uk
or one hassle-free phone call 0121 457 6211

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Hillscourt Education Centre,
Rose Hill, Rednal, Birmingham B45 8RS

Tel: 0121 453 6150

Fax: 0121 457 6208

E-mail: nasuwt@mail.nasuwt.org.uk

Website: www.teachersunion.org.uk



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