

**CONDITIONS OF SERVICE FOR SCHOOL TEACHERS IN**

**ENGLAND AND WALES**

**REVISED EDITION**

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**Incorporating a Joint Commentary by the  
National Employers' Organisation for School Teachers  
and the six teacher organisations**

The Local Government Association (LGA)  
National Employers' Organisation for School Teachers (NEOST)  
Association of Teachers and Lecturers (ATL)  
National Association of Head Teachers (NAHT)  
National Association of Schoolmasters Union of Women Teachers (NASUWT)  
National Union of Teachers (NUT)  
Professional Association of Teachers (PAT)  
Secondary Heads Association (SHA)

## TEACHERS' CONDITION OF SERVICE

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## SECTION 1: INTRODUCTION

- 1.1 This revised edition of the Conditions of Service for School Teachers in England and Wales (“the Burgundy Book”) takes into account developments in national conditions of employment over the past ten years and changes to the legislative framework for the employment of school teachers in county, voluntary controlled, voluntary aided and special agreement schools, as defined in paragraph 2 of Section 2. The agreement covers the general field of “conditions of service” and represents the national agreement between the six teacher associations and the local education authorities.
- 1.2 The CLEA/School Teachers’ Committee is the agreed negotiating committee for the conditions of service of teachers employed by LEAs, and both sides of the Committee expect individual LEAs to adopt the agreements negotiated in CLEA/ST and to incorporate them in the contracts of service of their teachers.
- 1.3 The Education Reform Act 1988 (ERA) introduced fundamental changes to the management of LEA schools. Nevertheless, the LEA still remains the employer of teachers in county, voluntary controlled and special agreement schools and is the body which determines the majority of their conditions of service. There are specific areas where this is not the case, however, and where it is no longer appropriate to provide detailed national agreements for the small number of teachers who are outside local management. Examples of these areas are dismissal and grievance procedures which are now within the control of the governing bodies of locally managed schools. LEAs will need to determine procedures for teachers not in schools.
- 1.4 In voluntary aided schools (for example those run by the Diocesan/Church Authorities) the governing body is the employer. In general the conditions of service for School Teachers in England and Wales (“The Burgundy Book”) will have been incorporated into individual contracts of employment.
- 1.5 In foundation (formerly GM) schools the governing body is the employer. The conditions of service of teachers who transfer from LEA employment when a school became grant maintained are protected under the provisions of Section 202 of the 1996 Education Act (formerly Section 75 of ERA) and other relevant legislation covering the transfer of staff. New employees taking up employment with foundation schools will also generally have Burgundy Book conditions incorporated into their individual contracts of employment.
- 1.6 This handbook sets out the national conditions of service for teachers. It is not an exhaustive list of provisions and it should be read in conjunction with an authority’s own conditions, the conditions of employment as provided under the School Teachers’ Pay and Conditions Document and the provisions of individual articles of government which may provide further safeguards for and obligations on the individual teacher.
2. The full provisions of the document are intended to apply to those full-time and part-time teachers defined in paragraph 1.1 of Section 2.
3. **Statement of particulars**

The Employment Rights Act 1996 provides that written particulars of employment must be given to each teacher, whose employment lasts for at least one month, within two months of the commencement of their employment.

## SECTION 2: DEFINITIONS

- 1.1 “Teachers” means all teachers (including head teachers) who work in schools or in centrally managed LEA services and who are remunerated either on a full-time basis or a part-time basis, other than:
- (a) those employed on a day to day or other short notice basis (i.e. teachers paid at a daily or hourly rate) under the terms of the School Teachers’ Pay and Conditions Document;
  - (b) those employed on a temporary basis either for a period of one term or less or as substitutes for permanently appointed teachers absent for reasons such as secondment, prolonged illness or maternity;
- 1.2 Those teachers falling within category (a) of paragraph 1.1 above shall be covered by paragraphs 5 and 6 of Section 3, paragraphs 1,2 and 4 of Section 6, Section 7 and paragraphs 1 and 2 of Section 8.
- 1.3 Those teachers falling within category (b) of paragraph 1.1 above shall be covered by all sections of the document, except paragraph 4 of section 3 - unless there is no other stated notice provision within their contract.
- 2 “Schools” means all schools which are primary (including nursery), secondary or special under the terms of the Education Act 1944 together with any units either associated with a school or otherwise operated under section 19 of the 1996 Education Act. This definition will also include middle schools.
3. “Approved Medical Practitioner” means any registered medical officer nominated or approved by the employer.
- 4.1 “Continuous Employment” is computed in terms of weeks in the manner laid down in the Employment Rights Act 1996.
- 4.2 Any period of continuous employment should date from the date of commencement of employment with the employing authority unless the authority provides otherwise.
- 4.3 Any qualifying period of continuous employment, as defined and computed in paragraphs 4.1 and 4.2 above, shall not be broken by periods of approved leave of absence whether it be with or without pay. A period of school closure would not normally constitute a break in continuity of employment.

### **SECTION 3: APPOINTMENT: RESIGNATION: RETIREMENT**

1.1 Teachers shall be paid salary in accordance with the terms of the School Teachers' Pay and Conditions Document by monthly instalments and should receive not less than one-third of a year's salary for each full term's service. For the purpose of these arrangements the three terms in each year shall be constituted as follows:

the Summer term from May 1 to August 31;  
the Autumn term from September 1 to December 31;  
the Spring term from January 1 to April 30.

1.2 Teachers taking up work on first appointment, or on re-appointment, or on transfer from another employer:

- a) at the commencement of a school term will be paid salary:
- after the Summer vacation from September 1; or from the first school day of the Autumn term if this shall be earlier than September 1;
  - after the Christmas vacation from January 1;
  - after the Easter vacation from May 1; or from the first school day of the Summer term if this be earlier than May 1;
- b) during the school term will be paid salary from the first school day worked by the teacher.

## **2 Teachers resigning their appointments**

2.1 All teachers resigning their appointments will be paid salary;

- at the end of the Summer term to August 31; or, in the case of a teacher resigning to take up an appointment with another employer to the day preceding the day on which the school under the new employer opens for the Autumn term if this be earlier than September 1;
- at the end of the Autumn term to December 31;
- at the end of the Spring term to April 30; or, in the case of a teacher resigning to take up an appointment with another employer, to the day preceding the day on which the school under the new employer opens for the Summer term if this be earlier than May 1. A teacher resigning his/her appointment with effect from the end of the Spring term to take up an appointment with another employer should not be required by the former employer to attend the first days of the Summer term if that commences earlier than May 1.

2.2 Teachers resigning their appointments under the terms of paragraphs 2.1. will be required to give notice in accordance with the periods specified in paragraph 4.



### **3. Deduction of Salary**

- 3.1 The various circumstances in which calculations shall be made for the non-payment of salary are set out in Sections 4, 5 and 6 of this scheme.
- 3.2 In addition to the provisions of Sections 4, 5 and 6, where authorised unpaid leave of absence or unauthorised absence (e.g. strike action) occurs deductions of salary shall be calculated at a daily or part-daily rate based on the day's salary being 1/365th of a year for each day of the period of absence.

### **4. Period of notice and termination of contract**

- 4.1 All teachers shall be under a minimum of two months' notice, and in the Summer term three months', terminating at the end of a school term as defined in paragraph 1 above.
- 4.2 Notwithstanding paragraph 4.1 above, all head teachers shall be under a minimum of three months' notice and in the Summer term four months, terminating at the end of a school term as defined in paragraph 1 above.
- 4.3 Notwithstanding paragraph 4.1 above, where a teacher has been continuously employed for more than eight years he/she shall be entitled to receive additional notice, as specified in the Employment Rights Act 1996.
- 4.4 The provisions of paragraphs 4.1 to 4.3 apply to the termination of a teacher's contract for any reason other than gross misconduct, including dismissal for ill-health and redundancy.

### **5. Medical grounds**

- 5.1 The Education (Teachers' Qualifications and Health Standards) (England) Regulations 1999 deal with the screening of entrants to the teaching profession and the health standards of teachers and the powers whereby in certain circumstances a teacher may have his/her employment suspended or terminated on medical grounds. For Wales the provisions of Part III of the Education (Teachers) Regulations 1993 are still relevant. DfEE Circular 4/99 dated 12 May 1999 gives guidance on the application of these regulations.
- 5.2 In addition an employer shall make known to a teacher any other rules and procedures they may have for termination of employment on medical grounds.

## 6 Retirement

- 6.1 In addition to the provisions of paragraphs 4.1 - 4.4 above, provision shall be made for automatic retirement at the end of the school term in which the teacher attains his/her sixty-fifth birthday, and also for the extension of service by mutual agreement beyond the end of that term. During the period of extension agreed, service shall be terminable in the same way as ordinary service.
- 6.2 Where a teacher retires before the term in which he/she attains his/her sixty-fifth birthday, he/she may be entitled to additional benefits in accordance with the Teachers' Pensions Regulations 1997 and the Teachers' (Compensation for Redundancy and Premature Retirement) Regulations 1997. Details of these benefits are set out in **Appendix I**.

## 7. Maternity

- 7.1 A woman expecting the birth of a child shall (unless there is good cause) give the employer at least 14 weeks' prior notification of the expected week of childbirth. Where a teacher intends to return to her teaching appointment after her absence for maternity and wishes to take advantage of the national maternity scheme for teachers applicable according to her length of continuous service, she should apply for maternity leave under the Maternity Leave provisions (see Section 5); where she does not so intend to apply, she shall notify her employer<sup>1</sup> in writing that she wishes to terminate her appointment and this notification shall be given at least 21 days before such termination, or as soon as is reasonably practicable. In these circumstances her appointment shall terminate:
- either with the agreement of the teacher, or if because of her pregnancy she is incapable of doing her own or some other suitable work, at a date 11 weeks prior to the expected week of childbirth;
  - or, at some other date less than 11 weeks
- 7.2 A woman with at least one year's continuous service as a teacher with one or more LEAs enjoys additional and different rights affecting maternity pay and the right to return to work. The substance of these is contained in Section 5 of this Scheme.

1. *LEAs may wish to delegate this to schools.*

## SECTION 4: SICK PAY SCHEME

### 1. Leave of absence

This section covers entitlement to sick pay and sick leave and the conditions to be fulfilled for those entitlements.

### 2 Sick leave and pay

2.1 Provided the appropriate conditions are met, a teacher absent from duty because of illness (which includes injury or other disability) shall be entitled to receive in any one year sick pay 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
During the second year of service	full pay for 50 working days and then 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 fourth and subsequent years	full pay for 100 working days and half pay for 100 working days

For the purpose of the sick pay scheme, "service" includes all aggregated teaching service with one or more local education authorities.

2.2 Each employer has discretion to exceed the minimum entitlement for sick leave and should review the position of teachers at an early opportunity and before their entitlements to paid sick leave expire.

2.3 For the purpose of this scheme, "working days" means teaching and non-teaching days within "directed time", as specified under paragraph 40 of the School Teachers' Pay and Conditions Document.

3. **Sick pay**

3.1 Sick pay shall include, where appropriate, Statutory Sick Pay and shall not exceed the full (ordinary) pay of the teacher under the contract of employment.

4. **Sick Leave year**

4.1 For the purpose of calculating a teacher's entitlement during a year under paragraph 2, a year is deemed to begin on 1st April and end on 31st March of the following year. Where a teacher starts service after 1st April in any year, the full entitlement for that year will be applicable. Where a teacher is on sick leave on 31st March in any year, no new entitlements shall begin until the teacher has resumed duty and the period from April 1st until the return to duty is regarded as part of the preceding year's entitlement for the purpose of this scheme. When a teacher moves to another employer, any sick pay paid during the current year by the previous employer shall be taken into account in calculating the amount and duration of sick pay payable by the new employer.

5. **Deductions from sick pay**

5.1 Full pay

The following deductions, subject to paragraphs 6.1 and 7 below, shall be made from sick pay where it equals full pay.

- (a) the amount of sickness and incapacity benefit receivable under the Social Security Act 1975-1994;
- (b) compensation payments under the Workmen's Compensation Acts where the right to compensation arises in respect of an accident sustained before July 5, 1948;
- (c) the dependency element (but not disability element) of any treatment allowance received from the Department of Social Security

Half pay

5.2 Where sick pay is less than full pay, deductions shall be made only so far as is necessary to ensure that sick pay together with benefits receivable in respect of insurance under the Social Security Acts 1975-1994 does not exceed full (ordinary) pay.

5.3 Deductions equivalent to those in paragraphs 5.1 and 5.2 above shall be on the basis that the teacher is eligible to receive such benefits, payments or allowances whether or not he or she takes the necessary steps to obtain them.

5.4 Deductions equivalent to those set out in paragraph 5.1 above shall be made from the sick pay of a teacher who is a married woman or a widow and has elected to pay reduced contributions under the terms of the Social Security Act 1975 and Social Security Contribution Regulations 1979, provided that, where a widow is in receipt of a widow's or widowed mother's allowance or widow's pension, regard should be paid in calculating the amount of sick pay only to such part of the national insurance benefit receivable as is in excess of the amount received by the teacher from the Department of Social Security in weeks of full normal employment.

## 6. **Termination of employment during a period of sick leave**

6.1 In the event of a teacher exhausting in part or full his/her entitlements under paragraph 2.1 above and being given notice of the termination of his/her contract without returning to work on the ground of permanent incapacity or for some other reason related to the sickness absence, he/she shall be paid full salary for the notice period with normal deductions only.

## 7. **School closure periods**

7.1 For the purpose of 2.1 above, two half school days shall be deemed to be equivalent to one working day. Whilst sickness during closure periods will not affect the period of a teacher's entitlements to sick leave under 2.1 above, it will be relevant so far as deduction of benefit is concerned. Thus the same deductions applicable to a teacher in respect of sickness on working days will be applicable in respect of sickness during a closure period.

7.2 The rate of sick pay applicable to a teacher in respect of sickness during the closure of a school is the rate applicable to him/her on the last day before the closure. Where a teacher, therefore, is ill immediately preceding a closure period and:

- he/she is on full sick pay
  - he/she shall continue on full sick pay, but the closure period is not counted against his/her entitlement under 2.1 above;
- he/she is on half sick pay
  - he/she shall continue on half sick pay, but the closure period is not counted against his/her entitlement
- he/she has exhausted his/her sick pay entitlement and is not receiving any pay - he/she shall continue to receive no pay.

7.3 Where a teacher is either on half pay or is not receiving pay he/she may be put back on full (ordinary) pay by the procedure in 7.4 below.

7.4 When a teacher is ill immediately preceding a closure of the school, and has exhausted his/her sick leave entitlement, or is on less than full pay, and recovers during the period of closure, such teacher shall be deemed, for the purpose of calculating the amount of salary due, to have returned to duty on the day he/she is authorised medically fit to do so by means of a doctor's statement obtained for that purpose, provided he/she actually returns to duty on the first day after the period of closure. Where a teacher in these circumstances does not return to duty on the first day after the period of closure he/she shall refund such sum as the employer at their discretion may decide.

7.5 If, during the period of closure of a school a teacher falls ill and becomes entitled to Statutory Sick Pay or becomes or would become (but for election to be excepted from liability to pay contributions) entitled to claim any of the benefits referred to in sub-paragraph 5.1 above, it shall be his/her duty to notify the employer thereof (in accordance with sub-paragraph 8.1 below as if the days of closure were working days) so that the employer may either pay Statutory Sick Pay (where appropriate) or make the appropriate deductions.

## 8. **Conditions**

8.1 A teacher shall not be entitled to sick pay unless:

- (i) notification is made to the employer as may be required, not later than the fourth working day of absence;
- (ii) a doctor's statement is supplied not later than the eighth day of absence;
- (iii) subsequent doctor's statements are submitted at the same intervals as they are required for D.S.S. (N.I.) purposes and on return to duty in those cases where the absence extends beyond the period covered by the initial statement and at similar intervals during a period of entitlement to Statutory Sick Pay;
- (iv) in the case of prolonged or frequent absence, the teacher undertakes any examination that the employer may require by an approved medical practitioner nominated by them, subject to the provisions of the Access to Medical Reports Act 1988 where applicable. The cost of the examination shall not be borne by the teacher. The teacher's own doctor may be present at such an examination at the teacher's request.
- (v) the teacher declares to the satisfaction of the employer his or her entitlement to benefits under the relevant Acts as well as any alteration in the entitlement to such benefits.

8.2 When a teacher enters hospital or similar institution a doctor's statement on entry or discharge shall be submitted in the place of periodic statements.

9. **Absences arising from accidents, injury or assault at work**

- 9.1 In the case of absence due to accident, injury or assault attested by an approved medical practitioner to have arisen out of and in the course of the teacher's employment, including attendance for instruction at physical training or other classes organised or approved by the employer or participation in any extra curricular or voluntary activity connected with the school, full pay shall in all cases be allowed, such pay being treated as sick pay for the purposes of paragraphs 3 to 7.5 above, subject to the production of self certificates and/or doctors' statements from the day of the accident, injury or assault up to the date of recovery, but not exceeding six calendar months.
- 9.2 Where a teacher is still absent due to accident, injury or assault after the initial six months' period, the question of any extension of payment under paragraph 9.1 shall be considered. In the event of no extension of leave being granted under paragraph 9.1, the teacher shall be entitled to normal sick leave and pay under the terms of paragraph 2.1 according to his/her length of service as prescribed by that paragraph.
- 9.3 Absence resulting from accidents, injuries or assaults referred to in sub-paragraph 9.1 shall not be reckoned against the teacher's entitlements under paragraph 2 above, though such absences are reckonable for entitlement to Statutory Sick Pay.
- 9.4 For the purpose of sub-paragraph 9.1 "absence" shall include more than one period of absence arising out of a single accident, injury or assault.

10. **Contact with infectious diseases**

- 10.1 When the approved medical practitioner attests that there is evidence to show a reasonable probability that an absence was due to an infectious or contagious illness contracted directly in the course of the teacher's employment full pay shall be allowed for such period of absence as may be authorised by the approved medical practitioner as being due to the illness, and such absence shall not be reckoned against the teacher's entitlement to sick leave under paragraph 2 above, though such absences are reckonable for entitlement to Statutory Sick Pay.
- 10.2 Where the absence is attested by the approved medical practitioner to be due to pulmonary tuberculosis and the teacher carries out an approved course of treatment full salary shall be paid in respect of the first twelve calendar months of the period of absence after attestation and further full or half-pay shall be allowed at the discretion of the employer.

10.3 A teacher residing in a house in which some other person is suffering from an infectious disease shall at once notify the employer and the teacher shall, if required, take such precautions as may be prescribed, provided that if in the opinion of the approved medical practitioner it is considered inadvisable, notwithstanding such precautions, for such teacher to attend duty, full pay shall be allowed during any enforced absence from duty, such pay being sick pay for the purpose of paragraphs 3 to 7.5 above. This provision will also apply where, in the opinion of an approved medical practitioner, it is inadvisable for a teacher to attend duty for precautionary reasons due to infectious disease in the workplace. The period of the absence under this paragraph shall not be reckoned against the teacher's entitlement to sick leave under paragraph 2 above, though such absences are reckonable for entitlements to Statutory Sick Pay.

## 11 Absences caused by negligence

11.1 If the absence of the teacher is occasioned by the actionable negligence of a third party in respect of which damages are recoverable, he/she shall advise the employer forthwith and the employer may require the teacher to refund a sum equal to the aggregate of sick pay paid to him/her during the period of disability of such part thereof as is deemed appropriate, but not exceeding the amount of the damages recovered. In the event of the claim for damages being settled on a proportionate basis, the employer will require full details and will determine the actual proportion of sick pay to be refunded by the teacher.

11.2 If the employer, in consultation with the governing body as appropriate, are of the opinion that the disability which has occasioned the teacher's absence from work is due to his/her misconduct, or if the teacher has failed to observe the conditions of this scheme, or has been guilty of conduct prejudicial to his/her recovery, the payment of any sick pay under the scheme may be suspended by the employer. In any such case the employer shall inform the teacher of the grounds upon which the payment of sick pay has been suspended. He/she will then be given the opportunity to submit his/her observations and to appear (accompanied by a representative if he/she so wishes) before the employer, or governing body, as appropriate. The employer, in consultation with the governing body as appropriate, will thereupon decide whether the disability was due to the conduct of the teacher or whether he/she has failed without reasonable cause to observe the conditions of the scheme, or has been guilty of conduct prejudicial to his/her recovery, in which case the teacher shall forfeit his/her right to any payment or further payment of sick pay in respect of that period of absence.

11.3 Sick pay shall not be paid in a case of accident due to active participation in sport as a profession unless the employer decides otherwise, though Statutory Sick Pay may be payable.



## SECTION 5: MATERNITY SCHEME

### 1. To whom this scheme applies

The occupational maternity scheme shall apply to all pregnant teachers regardless of the number of hours worked per week.

### 2. Initial obligations on the teacher

- (a) Continue to be employed by the employer (whether or not at work) immediately before the start of her absence;
- (b) Notify the employer<sup>2</sup> in writing as soon as practicable but not later than 14 weeks (unless there is good cause) before the expected week of childbirth (EWC) that she wishes to be absent for maternity. If requested by the employer<sup>2</sup>, she must produce a certificate from a registered medical practitioner or a certified midwife stating the expected week of childbirth;
- (c) Notify the employer<sup>2</sup> at least 21 days before she wishes to start maternity leave, or as soon as is reasonably practicable:
  - (i) that she is pregnant
  - (ii) of her expected week of childbirth, by means of a medical certificate if the employer<sup>2</sup> requests it
  - (iii) when she wishes to start leave, in writing if requested

The beginning of the teacher's absence shall:

- (i) be no earlier than 11 weeks before EWC; and
- (ii) always be on a Sunday, except for the exceptions set out in subparagraph 4.3;
- (d) Declare in writing at the time of notification of her intended absence (under (b) above), that she intends to return to work with her employer (if that is her intention and if she is able to return to work with her employer); and
- (e) Not remain at work if certified medically unfit to do so (taking into account the provisions of the Management of Health and Safety at Work (Amendment) Regulations 1994).

### 3. Ante-natal care

Any pregnant teacher has the right to paid time off to attend for ante-natal care and must produce evidence of appointments if requested to do so by her employer.

### 4. Rights of the teacher to time off from work (Maternity leave)

- 4.1 All teachers, irrespective of length of service, are entitled to remain absent for up to 18 weeks. A teacher will not be allowed to commence their absence earlier than 11 weeks before the EWC or to return to work earlier than two weeks after the day of childbirth.

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<sup>2</sup> LEAs may wish to delegate this to schools

4.2 Teachers who have completed not less than 1 year's continuous service as a teacher with one or more LEAs at the beginning of the 11th week before the EWC shall have an entitlement:

- (a) to 18 weeks' leave of absence with pay (as set out in paragraph 8 below); and
- (b) to take additional leave for up to 29 weeks counting from the beginning of the week (i.e. the Saturday/Sunday night) in which her childbirth occurs.

4.3 Subject to the provisions of sub-paragraph 4.2, the basic principle of the leave provisions is that teachers have a right to choose when to start their maternity leave. The exceptions are:

- (i) where the teacher is absent from work "wholly or partly because of pregnancy or childbirth" after the beginning of the 6th week before the EWC. In these circumstances, maternity leave will be automatically triggered; and
- (ii) where the baby is born before maternity leave commences. In these circumstances, the date of childbirth should be regarded as the first day of maternity leave.

## 5. **Subsequent obligations on the teacher**

5.1 The teacher's subsequent obligation is to return to her job for at least 13 weeks (including periods of school closure) as a qualifying condition to occupational maternity pay. This requirement may be reduced at the discretion of the employer<sup>3</sup> (see paragraph 8 below for entitlement to pay).

5.2 Where the employer<sup>3</sup> agrees, a full-time teacher may return to work on a part-time basis for a period which equates to 13 weeks of full-time service. Similarly, where the employer<sup>3</sup> agrees, a part-time teacher may return to work on a different part-time basis for a period which equates to 13 weeks part-time service relating to her previous contract.

5.3 The 13 week period (or part-time equivalent) starts from the date the teacher returns to work or the date during the school holiday on which the teacher is declared medically fit to be available to work.

## 6. **Return to work**

6.1 Subject to sub-paragraph 6.2 below, a teacher's right to return to work is a right to return to the job in which she was employed under her original contract of employment and on terms and conditions not less favourable than those which would have been applicable to her if she had not been absent. "Job", for this purpose, means the nature of the work which she is employed to do and the capacity and place in which she is so employed.

6.2 Where it is not practicable by reason of redundancy for the employer to permit her to return to work in her job as defined in sub-paragraph 6.1 above the teacher shall be entitled to be offered a suitable alternative vacancy where one exists, provided that the work to be done in that post is suitable to her and appropriate to the circumstances, and that the capacity and place in which she is to be employed and her terms and conditions of employment are not substantially less favourable to her than if she had been able to return to the job in which she was originally employed.

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<sup>3</sup> LEAs will want to consult schools before exercising this discretion.

## **7. Notification of return to work**

- 7.1 A teacher who qualifies for ordinary maternity leave under sub-paragraph 4.1 or 4.2(a) above shall notify the employer, in writing, at least 21 days before the day on which she proposes to return of the date of her intended return if this is before the end of the 18 weeks' maternity leave. Where this notification is not given, the employer can postpone her return for a period of up to 21 days, or until the end of her 18 weeks if this is sooner.
- 7.2 In the case of a teacher entitled to additional leave under sub-paragraph 4.2(b) above, she shall notify the employer of the date of the child's birth.

Where the teacher does not notify the employer, the employer may write to the teacher no earlier than 21 days before the end of the ordinary maternity leave period referred to in sub-paragraph 4.2(a) above, asking her to confirm the date of birth and her intention to return to work. The letter must explain to the teacher how she determines when her additional maternity leave period will end and that she may be penalised for failing to respond to the letter. The teacher must respond within 21 days of receiving the request. If she does not, her employer may regard this as a disciplinary matter. The employer must then confirm the last possible date by which she must return.

- 7.3 A teacher who takes additional leave under paragraph 4.2(b) and who intends to return to work early shall notify the employer in writing at least 21 days before the day on which she proposes to return, of the date of her intended return. Where this notification is not given, the employer can postpone her return for a period of up to 21 days.
- 7.4 Where a teacher is unable to return to work at the end of her period of maternity leave due to sickness, the sick pay scheme as set out in Section 4 shall apply to such absence.

## **8. Maternity pay**

- 8.1 Payments for teachers who have less than 1 years' continuous service as a teacher with one or more LEAs at the beginning of the 11th week before the EWC shall be their entitlement to Statutory Maternity Pay (SMP) only.
- 8.2 Payment of salary to a teacher who has completed not less than 1 year's continuous service as a teacher with one or more LEAs at the beginning of the 11th week before the EWC shall be in accordance with the provisions set out below and shall be made on the condition that she will be available, or able, to return to work for the required period specified in paragraph 5 above.
- 8.3 A teacher shall be entitled to maternity pay as follows:
- (a) A teacher eligible for Statutory Maternity Pay (SMP) will have the payments made in the first six weeks of absence offset against the payments made under b) and c) below.
  - (b) For the first four weeks of absence - full pay, offset against payments made by way of SMP or Maternity Allowance (MA) for employees not eligible for SMP.
  - (c) For the next two weeks of absence - 9/10ths of a week's salary, offset against payments made by way of SMP or Maternity Allowance (MA) for employees not eligible for SMP.

- (d) For the next 12 weeks of paid absence, half pay without deductions except by the extent to which the combined pay and SMP (or, if not eligible for SMP, maternity allowance and any dependants' allowances) exceeds full pay.
  - (e) No pay for any remaining period of absence up to the date of return notified by the teacher.
- 8.4 In the event of the teacher not being available, or being unable, to return to her job for the required period, she shall refund such sum after the first six weeks' payment as the employer at their discretion may decide. Payments made by way of SMP are not refundable.
9. **Relationship with sickness**
- 9.1 Maternity leave will not be taken into account for the calculation of the period of entitlement to sickness leave.
10. **Definitions**
- 10.1 For the purpose of this scheme, **a week's pay** shall be treated as the amount payable to the teacher under the current contract of employment. If there are significant variations in the teacher's salary, the average salary over the 12 weeks preceding the date of absence shall be treated as a week's salary.
- 10.2 **Childbirth** means the birth of a living child, or the birth of a child whether living or dead after 24 weeks of pregnancy.
- 10.3 Nothing in the above provisions shall be construed as providing rights less favourable than statutory rights.
11. **Other absences**
- 11.1 If in the early months of pregnancy a teacher is advised by an approved medical practitioner to absent herself from school because of the risk of rubella, she shall be granted leave with full pay, provided that she does not unreasonably refuse to serve in another school where there is no such undue risk.
- 11.2 Absence on account of illness which is attributable to the pregnancy, including absence on account of miscarriage, and which occurs outside the period of absence for maternity, shall be treated as ordinary absence on sick leave and shall be subject to the conditions normally governing such leave, provided it is covered by a doctor's statement.
12. **Adoption**
- 12.1 The employer may at discretion extend to adoptive parents the relevant post-natal sections of this scheme.
13. **Other provisions**

Notice provisions for pregnant teachers who do not intend to return to work are set out in paragraph 7 of Section 3. Following a return to work, the normal provisions for termination upon notice in paragraphs 2 and 4 of Section 3 shall apply.

## SECTION 6: OTHER LEAVE

### 1. **Leave for examinations**

- 1.1 Paid leave from duties in connection with external examinations shall be available to teachers in certain circumstances. In this connection set out in **Appendix II** to this scheme is the "Memorandum of agreement for the release of teachers" which has been formally agreed by the teachers' unions, the National Employers' Organisation for School Teachers, the Council of Local Education Authorities and the Joint Council for the GCSE.
- 1.2 The principles and procedures set out in the Memorandum have been adopted by the examination groups and boards for the purpose of the GCSE, GCE advanced level and A/S examinations.

### 2. **Leave for jury and other public service**

- 2.1 Teachers shall have entitlements comparable with those of local authority officers so far as paid and unpaid leave entitlement is concerned for jury and other public service.

### 3. **Leave for accredited representatives of recognised teachers' organisations**

- 3.1 Teachers who are also accredited representatives of recognised teachers organisations shall be afforded union facilities and rights in consequence of their position. These are set out in **Appendix III** to this Scheme.

### 4. **Leave for other purposes**

- 4.1 Although there are no national agreements for leave with or without pay for other purposes such as participation in Parliamentary elections or as a national representative in sport, an authority shall make known to their teachers any provision they may have.

## SECTION 7: GRIEVANCE AND DISCIPLINARY PROCEDURES, ETC

- 1.1 Local education authorities and governing bodies shall draw up appropriate procedures at local level to deal with individual grievances, breaches of discipline and dismissal.
- 1.2 Sometimes collective disputes may arise between teachers' unions and local education authorities as the employers of teachers. **Appendix IV** to this Scheme sets out the national agreement relating to the handling of collective disputes.

## SECTION 8: MISCELLANEOUS CONDITIONS

### 1. Insurance for the Teacher

#### 1.1 Assaults on teachers

1.1.1 A teacher, or in the event of his/her death, his/her dependants, shall be indemnified against financial loss caused in the opinion of the employing authority by violent or criminal assault suffered in the course or as a consequence of his/her employment.

1.1.2. The indemnification shall not be less favourable than:

- (a) In the event of death within 12 months from the date of the assault and, in the opinion of the authority by reason thereof, the equivalent of five years' gross remuneration at the rate applying at the date of the assault or £35,000, whichever is the greater, where the teacher leaves one or more dependants. Where the employee has left no dependants, the sum of £950 shall be payable.
- (b) In the event of permanent total or partial disablement as a result of the assault the percentage specified in the scale set out in **Appendix V** of five times gross remuneration applying at the date of the assault the percentage specified in the scale set out in **Appendix V** of five times gross remuneration applying at the date of the assault or of £35,000, whichever is the greater, provided that such payments shall at the discretion of the authority be reduced by the amount of any damages, or compensation recoverable in respect of the particular injuries.

Note "Dependants" in the above paragraph means (a) a spouse residing with the employee at the date of death or, if not residing, wholly or substantially supported by the employee; and/or (b) a child who has not attained the age of 16 years at the time of the death of the employed parent or guardian, or who has not attained the age of 16 years at the time of the death of the employed parent or guardian, or who has not attained the age of 19 years and is following a course of full-time education, or is regarded as an apprentice under the statutory provision relating to family allowances; and/or (c) where they are wholly or substantially supported by the employee, a parent, brother or sister, or a son or daughter of an age in excess of the limits referred to in (b) of this Note.

1.1.3 This agreement is not intended to prevent an employing authority from paying amounts exceeding those specified in sub-paragraph 1.1.2 if it is considered to be reasonable to do so or from providing also for circumstances other than assault if the authority is satisfied that such provision can lawfully be made.

#### 1.2 Compensation for victims of crimes of violence

1.2.1 A teacher who is absent from work because of injury in respect of which a claim will lie in the Criminal Injuries Compensation Authority and is otherwise qualified to receive sick pay, shall receive such sick pay without his/her being required to refund any proportion of it from the sum which the Compensation Authority may award: and



- 1.2.2 Where an award has been made by the Compensation Authority the employing authority shall be free to discount wholly or partly the period of sick leave occasioned by the injury, in calculating the teacher's entitlement to pay as they may see fit on consideration of all the material circumstances.
- 1.3 Loss or damage to personal property
- 1.3.1 The teacher shall be entitled to such compensation for losses or damages to personal property sustained during the course of their duties at school or during approved out of school activities as may be provided by the authority in pursuance of the national recommendations set out in paragraph 1 of **Appendix V**.
- 1.4 Teachers on "Out of School" Activities
- 1.4.1 The teacher or his/her dependants shall in certain circumstances be entitled to compensation for death, personal loss or injury sustained during activities voluntarily undertaken out of school but during a school activity which is outside the scope of his/her contract of service.
- 1.4.2. The provisions made by the authority for this shall not be less favourable than and otherwise in accordance with the national recommendations set out in paragraph 2 of **Appendix V**.
2. **Travelling allowances for teachers**
- Teachers who are required to undertake journeys to facilitate the discharge of their duties shall be entitled to travelling allowances in respect of those journeys. The national recommendations for such allowances are set out in paragraph 4 of **Appendix V**.
3. **Teachers and the school meals service**
- Recommendations contained in the 1968 School Meals Agreement are set out in **Appendix VI**.
4. **Additional arrangements for teachers in residential special schools and social service establishments providing education**
- Teachers who are appointed to residential special schools or social service establishments may be required, as part of their contract, to undertake additional duties for which they may be eligible for additional allowances negotiated within the Joint Negotiating Committee for Teachers in Residential Establishments. Teachers are also liable to pay certain charges as a result of national agreements.
5. **Boarding establishments associated with primary and secondary schools**
- There are no national agreements for allowances or charges: the teacher shall be informed on appointment what local arrangements obtain.
6. **Conditions of employment**
- The conditions of employment and working time for teachers are set out in the School Teachers' Pay and Conditions Document.

## PREMATURE RETIREMENT COMPENSATION

### Agreement on Procedures for consultation between individual Local Education Authorities and the local representatives of the nationally recognised teachers' organisations regarding the application of the premature retirement compensation regulations

1. This agreement has been made, in accordance with their joint concern and responsibility for well ordered relations between authorities and their teachers, between the Council of Local Education Authorities (CLEA), acting on behalf of the Local Government Association, and the recognised teachers' organisations in England and Wales represented on the Teachers' Superannuation Working Party. The agreement is without prejudice to the teachers' organisations' general policy of opposition to redundancy.
2. The agreement sets out procedures for consultation at local level between the teachers' organisations and individual authorities in considering the application of the regulations for payment of premature retirement compensation (PRC) to teachers who retire early on one of two grounds-either by reason of redundancy or in the interests of an authority's efficient exercise of its functions.
3. The main provisions for the payment of PRC, embodied in the *Teachers (Compensation for Redundancy and Premature Retirement) Regulations 1997*, are set out in **Annex A**. Nothing in the regulations overrides in any way the duties and rights of authorities and teachers contained in employment legislation, the relevant teachers' tenure agreements and other relevant collective agreements.
4. Parallel to the statutory regulations on the payment of PRC, is entitlement to redundancy pay under the *Employment Rights Act 1996*. Details are at **Annex B**.
5. The legislation requires a local education authority, like any employer, to discuss any impending redundancy with representatives of the teacher unions recognised for collective bargaining purposes. Such consultations must begin at the earliest opportunity. CLEA and the teachers' organisations have agreed that in the first instance the joint consultations should comprise a thorough examination of all alternative courses of action, for example, redeployment and retraining, which may obviate the need for any redundancies.

Under the provisions of section 188 of the *Trade Union and Labour Relations (Consolidation) Act 1992* the consultations between the authority and the teachers' organisations in respect of any redundancy will involve disclosure by the authority of:

- (a) the reasons for their proposals;
- (b) the numbers and descriptions of teachers whom it is proposed to dismiss as redundant;
- (c) the total numbers of teachers of these descriptions employed at any particular schools concerned;
- (d) the proposed method of selection for redundancy;
- (e) the proposed method of effecting such redundancies including the period over which they are to take effect; and
- (f) the proposed method of calculating the amount of any redundancy payments to be made to teachers who may be dismissed.

Such information must be conveyed by the authority in writing to the representatives of the recognised teachers' organisations. During the course of the consultation the local education authority must consider any representations made to it by the teachers' organisations, including any proposals for alternative courses of action to avoid redundancy, and reply to them. If the authority rejects any of those representations it must state its reason for doing so.

6. CLEA and the teachers' organisation are agreed that, where, in the light of the consultations required by paragraph 5 of this agreement, redundancies as defined in Section 139 of the *Employment Rights Act 1996* (see **Annex B**) are contemplated, the authority will seek volunteers for premature retirement by reason of redundancy. The regulations give authorities discretion to enhance service for the purpose of determining the level of premature retirement compensation. There should be detailed consultations between an authority and its teachers on the policy to be followed on enhancement. It is the general intention of this agreement that in determining the level of enhancement an authority should not discriminate between teachers in similar professional circumstances; length of reckonable service is one such circumstance.
7. Any use, or proposed use, of the premature retirement compensation regulations in the interests of an authority's efficient exercise of its functions should be the subject of formal consultations undertaken in a way similar to the consultations in respect to redundancy. Such local consultations should establish in the first instance whether or not any use is to be made of the regulations in particular sets of circumstances (for example, the reorganisation of schools or the need for other reasons to redeploy teachers). The consultations on any such issue should involve joint consideration of the same relevant issues as in the case of redundancy and disclosure by the authority of similar relevant information. The application of the agreed arrangements in individual cases of premature retirement in the interests of an authority's efficient exercise of its function will be a matter between the authority and the individual teacher. In all such cases, however, the authority should advise the teacher to consult his/her own trade union or professional organisation.
8. Any problems of interpretation of this agreement may be referred to the secretaries of the appropriate authorities' or teachers' organisations for any appropriate joint consideration. Any grievance between an authority and its teachers on the use of the provisions for premature retirement compensation should be dealt with in accordance with the existing procedures for the resolution of grievances or disputes.

#### **The Education Reform Act 1988**

9. Since the original agreement was made in 1976 the introduction of Local Management of Schools (LMS) under the *Education Reform Act 1988* has transferred a number of functions in connection with consultation on redundancy from local education authorities to governing bodies of individual schools. Nevertheless, the general principles set out in paragraphs 1 to 8 above provide a model of good practice and are commended to governing bodies.
10. **Annex A**, which deals with premature retirement compensation, and **Annex B**, which deals with redundancy payments, take into account the effects of LMS. **Annex C** contains a list of those bodies covered by the Redundancy Payments (Continuity of Employment in Local Government, etc) (Modification) Order 1999.

## PREMATURE RETIREMENT COMPENSATION

### 1. **Premature Retirement Compensation**

Premature retirement is retirement before normal retirement age by reason of redundancy or in the interests of the efficient exercise of the employer's function.

A teacher who retires prematurely may be entitled to benefits from two sources:

- (i) *The Teachers' Pensions Regulations 1997*
- (ii) *The Teachers' (Compensation for Redundancy and Premature Retirement) Regulations 1997*

### 2. **The Teachers' Pensions Regulations 1997**

2.1 Provisions is made in the above Regulations for the payment of retirement benefits to pensionable teachers in membership of the Teachers' Pensions Scheme (TPS) who are aged 50 years or over, and whose employer certifies to the Secretary of State that the teacher has retired prematurely by reasons of redundancy or in the interests of the efficient exercise of the employer's function. The amount of pension payable will be dependent upon salary and length of pensionable service in the scheme. With effect from 1 September 1997 the employer is responsible for paying a proportion of the lump sum and pension.

2.2 Retirements benefits, under the teachers' pensions regulations, to teachers aged over 60 and under 65 and in membership of the TPS, are payable without certifying to the Secretary of State.

2.3 Teachers who have opted out of the TPS will need to check terms of their personal pension plan.

### 3. **The Teachers' (Compensation for Redundancy and Premature Retirement) Regulations 1997**

3.1 These regulations enable the award of extra benefits to the retiring teacher beyond those payable under the teachers' pensions regulations i.e. the granting of additional years of service to compensate for pension benefits the teacher could otherwise have expected to earn up to normal retirement age. Payment of this award is by the "compensating authority" from authority funds and not from the teachers' pensions scheme.

3.2 To qualify for these extra benefits, the teacher's employer must certify to the Secretary of State, even if the teacher is aged over 60, that he or she is retiring prematurely by reasons of redundancy, or in the interests of the efficient exercise of the employer's function. Having thus certified, the "deciding authority" at its discretion may award an additional period of service.

3.3 The enhancement by way of added years cannot exceed the shortest of the following:

- (i) ten years;
- (ii) the total length of the teacher's existing service;
- (iii) such as would bring the teacher's service up to the age of 65, including any periods of compensation with which he or she has previously been credited;
- (iv) the difference between the teacher's service and 40 years.

3.4 Teachers may be credited with an additional period of service provided:

- (i) they are in relevant employment;
- (ii) they are eligible for participation in TPS (though he or she may have opted out);
- (iii) they are aged at least 50 but under 65 when employment is terminated;
- (iv) they have served at least 5 years as a teacher eligible for participation in TPS.

These regulations do not apply to teachers retiring on grounds of ill-health or age.

3.5 The calculations for determining eligibility for crediting extra service to be paid by the "compensating authority", in respect of teachers who have opted out of the TPS, are to be undertaken on the basis of the reckonable service which would have accrued had he/she remained in the scheme (TPS).

3.6 These regulations also introduce a provision which enables public sector employers to make enhanced severance payments to teachers. For teachers aged between 50 and 60 the enhanced severance payment may be paid as an alternative to the granting of premature retirement benefits on grounds of efficiency or redundancy.

#### 4. **Compensation for Redundancy**

4.1 In addition, where a teacher in relevant employment is made redundant and becomes entitled to a redundancy payment under the *Employment Rights Act 1996*, the 1997 Regulations permit the "deciding authority", at its discretion, to make an additional payment to the teacher.

4.2 These payments are not restricted to teachers aged 50, or over nor is it necessary for the teacher's employment to have been pensionable under the Teachers' Pensions Regulations.

4.3 The maximum additional payment which may be made in these circumstances, is the difference between the redundancy payments to which the teacher is entitled under the 1996 Act and the redundancy payments he or she would have received if the upper earnings limit set under the Act had not applied.

## 5. **Schools with delegated budgets**

5.1 Where schools have delegated budgets under a scheme approved by the Secretary of State, the governing body is the “deciding authority” for crediting extra years, while the LEA remains the “compensating authority”. For the purposes of the PRC regulations an LEA must, where so requested by the governing body, notify the Secretary of State that the teacher’s employment was terminated by reason of redundancy or in the interests of the efficient discharge of the employer’s functions.

5.2 The Education Act 1997 has amended Section 139 of the Education Act 1996 so that the agreement of the authority is required before the cost of premature retirement is met from the authority’s funds rather than being charged to the school’s budget. This amendment is effective for premature retirements on or after 21 March 1997. Until 31 August 1997 the provisions apply to the cost of “added years” only; from 1 September 1997 the provisions apply both to the cost associated with the employer’s contribution towards the lump sum and the pension and to the cost of added years.

## 6. **Calculation of Compensation**

6.1 The lump sum and annual compensation payable to a credited teacher is calculated in the same way as the lump sum and pension payable in respect of pensionable service under the Teachers’ Pensions Regulations. The lump sum compensation is  $3/80 \times \text{average salary} \times \text{additional period of service}$  and annual compensation is at the rate of  $1/80 \times \text{average salary} \times \text{the additional period}$ .

6.2 The amount of annual compensation, when aggregated with the annual rates for the time being of the teacher’s retirement pension under the Teachers’ Pensions Regulations, and any other occupational pension in payment, must not exceed 50% of the teacher’s pensionable remuneration. Where the aggregate does exceed this figure, the rate of annual compensation must be reduced accordingly.

6.3 Where upon the death of a teacher in receipt of a compensatory pension, a widow’s/widower’s, children’s or dependant’s pension becomes payable under the Teachers’ Pensions Regulations (or would have been payable if the teacher had not opted out of TPS), a supplementary widow’s/widower’s, children’s or dependant’s compensatory pension would become payable by the compensating authority, based on the added years granted to the teacher.

6.4 Where a teacher has been credited with more than six and two-thirds years of additional service under paragraph 3.3 above, and he or she is also entitled to a redundancy payment (in respect of the loss of former employment), the lump sum in respect of the enhancement must be reduced by 30% of the amount of the redundancy payment for each year in excess of six and two-third years. If the amount of the reduction is greater than the enhanced lump sum, the outstanding balance is recovered by permanently reducing the annual enhancement pension, in accordance with actuarial tables.

6.5 Costs of living increases will apply in accordance with the provisions of the *Pensions Increase Acts* in respect of the accrued pension under the Teachers’ Pensions Scheme and the compensatory annual allowance payable by the compensating authority. Those increases will not apply until age 55 at which

stage the pensions will be increased to take account of all the rises in the cost of living between the teacher's date of retirement and 55th birthday. Cost of living increases will also be applied to widow's/widower's, children's and dependant's pensions payable under paragraph 6.3, in which circumstances the age 55 restriction would not apply.

6.6 The 1997 Regulations stipulate that during a period of re-employment a teacher's annual compensation may be reduced or suspended. This would be dependent upon whether the pension plus the re-employment salary exceeded the salary rate at retirement up-rated in line with pensions increases.

6.7 The Teachers' Pensions Regulations also provide for a teacher's pension to be reduced, or suspended, according to the aggregate of the teacher's pension and salary in the new appointment.

6.8 A credited teacher is required to notify the "compensating authority" within one month of entering or leaving new employment.

6.9 Compensation (other than lump sum compensation) is payable in arrears at intervals of one month or such other intervals (not being less than a month) as may be agreed by both parties.

## 7. **Deciding and Compensating Authorities**

7.1 For the purpose of the Premature Retirement Compensation Regulations: the "deciding authority" is the body with the power to decide which teacher receives compensation and how much enhancement should be awarded; and the "compensating authority" is the body which pays the enhancement to the teacher. See, however, paragraph 5.2 above.

7.2 For LEA maintained schools without delegated budgets and LEA employment other than at school, the LEA is both the deciding and the compensating authority.

7.3 For LEA maintained schools with delegated budgets, the governing body of the school is the deciding authority and the LEA is the compensating authority.

## REDUNDANCY PAYMENTS

1. For the purpose of redundancy payments as defined in *the Employment Rights Act 1996* an employee who is dismissed shall be taken to be dismissed by reason of redundancy if the dismissal is attributable wholly or mainly to:
  - (a) the fact that his or her employer has ceased, or intends to cease, to carry on the business<sup>4</sup> for the purpose of which the employee was employed by him or her, or has ceased, or intends to cease, to carry on that business in the place where the employee was so employed; or
  - (b) the fact that the requirement of that business for employees to carry out work of a particular kind, or for employees to carry out work of a particular kind in the place where the employee was so employed, have ceased or diminished or are expected to cease or diminish.
  
2. A teacher's entitlement to a redundancy payment depends upon them having two years continuous service with organisations included in the *Redundancy Payments (Continuity of Employment in Local Government, etc) (Modification) Order* (see **Annex C** for a list of these organisations). Where a teacher has previously received a redundancy payment, continuity of service for the basis of the new payment will discount the previous relevant service.
  
3. Both male and female employees are entitled to a redundancy payment up to the age of 65, or the normal retirement age if that is different. Discriminatory retirement ages were outlawed by the *Sex Discrimination Act 1986*, and women between 60-65 given the right to a redundancy payment by the *Employment Act 1989*.
  
4. The *Employment Rights Act 1996* prescribes the following entitlement to a redundancy payment:

For each year of reckonable service from age 41 to 65	1.5 weeks' pay
For each year of reckonable service from age 22 to 40	1. week's pay
For each year of reckonable service from age 18 to 21	.5 week's pay
Reckonable service is limited to a maximum of 20 years	

<sup>4</sup> "Business" for these purposes includes a profession such as teaching.



5. Under the *Redundancy Payments (Continuity of Employment in Local Government, etc) (Modification) Order 1999*, continuous service with local authorities and other organisations included in the Order must be aggregated, subject to a maximum of twenty years' service. There is a prescribed limit to the amount of a week's pay which can be taken into account. This is reviewed in April each year. However, the *Teachers (Compensation for Redundancy and Premature Retirement) Regulations 1997* gives a discretionary power to disregard this limit and calculate the redundancy payment on the basis of the teacher's actual pay.
6. As indicated in paragraph 6.4 of Annex A, any teacher who receives more than six and two thirds enhancement from his or her authority (for the purposes of premature retirement compensation) and who is eligible also to receive a redundancy payment, has the amount of the enhanced premature retirement compensation lump sum reduced by 30% of the value of the redundancy payment for each year added in excess of six and two thirds years. Thus, any such teacher who received the maximum of 10 added years would have the enhanced benefits (the lump sum and annual pension, if the required reduction was greater than the enhanced lump sum payable) reduced by the full value of the redundancy payment.
7. A teacher is ineligible for a redundancy payment if before the end of his or her employment the teacher receives an offer of a suitable comparable job with any employer listed in the Modification Order to start immediately or within 4 weeks of the end of the previous employment.

**BODIES COVERED BY THE REDUNDANCY PAYMENTS  
(CONTINUITY OF EMPLOYMENT IN LOCAL GOVERNMENT, ETC)  
(MODIFICATION) ORDER 1999**

A body established under Section 62(1) of the Local Government etc. (Scotland) Act 1994	C.I.P (Hounslow) Limited
A council constituted under section 2 which is required to hold an election under section 5(2) of the Local Government etc. (Scotland) Act 1994	City Challenge companies and Partnerships companies (e.g. Douglas Valley Partnership Limited and Newtown South Aston City Challenge Limited)
A county council or county borough council established under the Local Government (Wales) Act 1994	City Technology Colleges and City Colleges for the Technology of the Arts
A development agency	Community Initiative Partnerships
A development corporation	Consortium Ltd
A Further Education Funding Council	Corporate Colleges and self-governing schools in Scotland
A housing action trust	Countryside Commission for Scotland
A local valuation panel	Coventry Museum of British Road Transport
A magistrates' courts committee or the Committee of Magistrates for the Inner London Area	Coverage Care Limited
A National Park Authority in Wales	Cwmni Cynnal
A Passenger Transport Executive	Derwentside Leisure Limited
A probation committee	Fire Authorities
A River Purification Board in Scotland	Further Education Corporations/" New Universities"
Advantage West Midlands	Grant Maintained/Foundation schools
All local authorities in England, Wales and Scotland	Greenwich Leisure Limited
An Education Action Forum	Gwent Careers Service Partnership
An urban development corporation (e.g. London Docklands)	Hounslow Cultural and Community Services
Batley Action Limited	Hounslow Sports and Recreation Services
Bodies advising local authorities (e.g. Local Government Association, LGMB, Provincial Councils)	Housing for Wales (Tai Cymru)
Careers services and partnerships	Huddersfield Pride Limited
Central Council for Education and Training in Social Work	In England a parish council, a common parish council; in Wales a community council

Joint Boards and joint authorities (e.g. London Fire and Civil Defence Authority)	The Broads Authority
Leisure Tynedale	The Business Shop – Angus Limited
National Coal Mining Museum for England Trust Limited	The Central Scotland Water Development Board
National Mobility Services Trust Limited	The Centre for Inf. on Language Teaching & Research
Newbattle Abbey College	The City Literary Institute
New Park Village TMC Ltd	The Commission for Local Administration in England
Newcastle West End Partnership Limited	The Commission for Local Administration in Wales
One North East	The Commission for the New Towns
Pathfinder Trust Limited	The Commissioner for Local Administration in Scotland
Police authorities (civilian staff-except for Metropolitan Police)	The Development Board for Rural Wales
Quantum Care Limited	The Edinburgh New Town Conservation Society
Residuary bodies	The English Industrial Estates Corporation
Sandwell Community Caring Trust Ltd	The English Sports Council
Scottish Consultative Council on the Curriculum	The Environment Agency
Scottish Enterprise	The Forth Road Bridge Joint Board
Scottish Homes	The Further Education Staff College (now the Further Education Development Agency, FEDA)
Service Children’s Education Authority	The Geffrye Museum Trust
Springfield Horseshoe Housing Management Co-operative Limited	The General Teaching Council for Scotland
Strathclyde European Partnerships Limited	The Horniman Public Museum and Public Park Trust
The Accounts Commission for Scotland	The Housing Corporation
The Blackburn City Challenge Partnership Board	The Humberside Independent Care Association
The Board of Governors of the Museum of London	The Land Authority for Wales
The Board of Management of a College of Further Education	The Lee Valley Regional Park Authority
The Board of Trustees of the National Museums and Galleries on Merseyside	The London Pensions Fund Authority

The National Institute of Adult Continuing Education (England and Wales)	The Scottish Water and Sewerage Customer Council
The Residuary Body for Wales (Corff Gweddilliol Cymru)	The Scottish Vocational Education Council
The Scottish Children's Reporter Administration established under section 128 of the Local Government etc. (Scotland) Act 1994	The South Yorkshire Pensions Authority
The Scottish Community Education Council	The Sports Council for Wales
The Scottish Council for Educational Technology	The Tay Road Bridge Board
The Scottish Council for Research in Education	The United Kingdom Sports Council
The Scottish Development Agency	The Urban Regeneration Agency
The Scottish Environment Protection Agency	The Welsh Development Agency
The Scottish Examination Board	The Wrekin Housing Trust Limited
The Scottish Museums Council	Voluntary Schools, as defined in Section 9(2) of the Education Act 1944
The Scottish Special Housing Association	Waltham Forest Specialist Housing Consortium Limited
The Scottish Sports Council	West Lothian Leisure Limited
	Yorkshire Forward

## MEMORANDUM OF AGREEMENT FOR THE RELEASE OF TEACHERS

### Introduction

1. The Joint Council, the Teacher Organisations and the Local Education Authority Associations are convinced that it is of the utmost importance to schools and colleges; to the professional development of teachers; to the effective delivery of the curriculum; and to the accountability of the assessment system<sup>5</sup>, that teachers be involved in the activities of the Examining Groups.
2. An important feature of education is the strong relationship between curriculum and assessment, a relationship which has been emphasised in the National Curriculum; the acquisition of experience and expertise in the one contributes significantly to professional development in the other. The involvement of teachers in both the delivery of the curriculum and in the assessment of the students has a two-way benefit. By participating in the assessment the teacher acquires skills and techniques which are of considerable value in the classroom, enhancing the teaching of the subject; and the teacher is also in a position to make a more valuable contribution to school assessment policies and to in-service training. Just as important is the fact that teachers bring to the assessment system subject expertise and a knowledge of student potential and achievement; these are essential elements in the determination and maintenance of demanding and realistic standards, tying together the goals of the curriculum and of its assessment.
3. The signatories to this Memorandum consider that the participation of teachers, whether as examiners, moderators or committee members, is of crucial importance to the assessment system; without the involvement of members of the teaching profession the system could not work administratively or educationally. In addition, the advantages of such involvement to schools and colleges over the years is highlighted by the willingness of institutions to release teachers to undertake this work.
4. The signatories ask governing bodies and Local Education Authorities to recognise fully the benefits to schools and colleges of teachers being involved with the examining bodies in a range of activities and to make every effort to release teachers for such activities, given in paragraph 8 below, within the constraints of the needs of the schools and colleges.
5. The Examining Groups are fully conscious of the increasing difficulties for schools and colleges in releasing teachers especially in view of the workload of teachers. They accept that a salary reimbursement (see paragraph 10(e) below) does not, of itself, completely solve the problem and they continually review their procedures in order to minimise release demands on schools within directed time.

<sup>5</sup> *Currently the GCSE and the GCE A level and AS examinations.*

6. The signatories acknowledge that schools and colleges need to be aware as early as possible of the extent of each teacher's commitment so that they can plan accordingly and the signatories will, therefore, do all they can to ensure that early notification is given. The amount of release time required, however, varies according to the post in which the teacher is serving; for example, minimal release time is required for a marker, which could be one or two days per year, whilst for a Chairman of Examiners it could be in the region of 12-15 days a year. The amount of release time also varies according to the subject.
7. The amount to release, also, varies during the academic year but because of different structures in the Examining Groups it is not possible to provide general information other than stating that, for most teachers, the major time commitment is during the latter part of the summer term. The Groups, therefore, will ensure that details of the time required by each post and the periods during the academic year when release will be sought will be given in the information forwarded to all those intending to take up service with an Examining Group.

### **Examining Group Assessment Activities**

8. The Examining Groups are fully aware that the GCSE examinations place considerable demands on the education system, principally resulting from the requirements of the General Regulations, the Subject-Specific Criteria and the Mandatory Code of Practice, under all of which GCSE examining bodies must operate. The increased emphasis on moderation of school-based work; the extension of Examining Group organised in-service training; the tiering structures for examination papers; and the augmented awarding meetings all lead to greater demands on teacher time. As stated above, the Examining Groups will restrict, as far as possible, the occasions on which involvement in the GCSE will require absence from teaching or other duties in the school or college; some absence will, nevertheless, prove to be unavoidable or even essential.
9. There are a number of activities for the Examining Groups in which teachers can be engaged and which require release from teaching duties. It is convenient to categorise them on the basis of fee-paid posts and representative roles. Details of these categories are given below.

#### Category A: Fee-paid Posts

- (i) external examiners/markers and awarders;
- (ii) external moderators;
- (iii) setters or revisers of question papers;
- (iv) the Groups' instructors or presenters of INSET courses.

#### Category B: Representative Role

- (i) membership of committees;
- (ii) membership of subject panels;
- (iii) representation on regional or national organisations.

10. An Examining Group will make payments to teachers and LEAs, governing bodies and other employers in respect of the above activities in accordance with the principles given below:-

- (a) The employer shall be reimbursed for the loss of services of a teacher who has to miss periods of teaching or other directed time (as defined in the current School Teachers' Pay and Conditions Document).
  - (b) A teacher shall receive remuneration only for the work undertaken for an Examining Group outside directed time.
  - (c) A teacher engaged in work listed in Category A above shall receive such remuneration as the Examining Group may determine except in respect of periods of absence during directed time.
  - (d) The Examining Group shall reimburse the teacher's employer in respect of absence from timetabled or other duties within directed time in order to carry out responsibilities for the Examining Group in a fee-paid or representative capacity.
  - (e) The reimbursement will be a standardised payment, calculated on the basis of the average salary of a teacher in the maintained secondary sector, updated on an annual basis and applicable from 1 April in each year.
  - (f) The payment to the employer will be in accordance with arrangements for the transfer of finance agreed between the Examining Group and the employer.
11. Reimbursement of an employer for loss of services will produce a more equitable sharing of the costs and other burdens imposed by the unavoidable release of teachers. The employer will receive some financial recognition when a supply teacher or other cover may be required. Individual schools and colleges will receive payments when teachers are called upon to carry out work in directed time. These costs will be reflected in examination fees, thus achieving a form of pooling across LEAs, schools and colleges.
12. The payment of any travel and other proper expenses incurred by teachers in carrying out GCSE work as detailed in paragraph 7 above shall be the responsibility of the Examining Group.

#### **Work within Teachers' Duties**

13. Teachers' engagement in GCSE as part of their regular employment at school or in college entails commitments covered by the relevant paragraphs of the current School Teachers' Pay and Conditions Document. These include, where required by the regulations applying to the particular examination subject:
- (i) attendance at a prescribed meeting of subject teachers;
  - (ii) internal moderation of the assessment of pupils' work at the teacher's school or college;
  - (iii) engagement in the LEAs, governing bodies or other employers' programmes of INSET relating to the GSCE.
14. The employer shall be responsible for the costs of releasing the teacher from timetabled or other duties to take part in any of these activities. Insofar as the

work is covered by the relevant paragraphs of the current School Teachers' Pay and Conditions Document then no additional remuneration is payable.

15. Payment of any travel or other proper expenses incurred by the teacher in carrying out these activities shall be the responsibility of the employer.



## AGREEMENT ON FACILITIES FOR REPRESENTATIVES OF RECOGNISED TEACHERS' ORGANISATIONS

### Introduction

1. This agreement between the Council of Local Education Authorities (CLEA), acting on behalf of the Local Government Association, and the teachers' organisations contains the principles and practices which are recommended to local education authorities and governing bodies in respect of the facilities to be made available to those teachers, not being paid officials of any of the recognised teacher organisations, who are representatives of these organisations. Each local education authority is advised to agree jointly with each of its recognised teacher organisations the detailed arrangements for the granting of facilities in accordance with the provisions of this agreement. Disagreements on points of principle and any requests for clarification may be referred to CLEA for discussions with the national teachers' organisations.

### General Principles

2. This agreement is based on a belief that both the teachers' organisations and the employing authorities accept their joint responsibility for ensuring a well ordered system of trade union organisation and industrial relations, and on a recognition of the contribution that can be made by the teachers' organisations and their local representatives to the smooth running of the education service at local and national levels. It is agreed that in jointly determining the nature and extent of the facilities required locally, and in their use, the parties to the local agreement will have regard not only to the value of the agreed facilities for effective employee representation as a means of promoting good industrial relations, but also to the need to avoid unnecessary cost, to maintain the effective running of the schools where the teacher representatives are employed, and to recognise that the provisions of the agreement will have to be introduced within the resources available to the employing authorities.
3. An accredited representative of a recognised teachers' organisation will be a teacher who is:
  - (a) a member of the national executive or other national committee of his organisation, or a representative of his organisation appointed by the national executive to serve on a national body;
  - (b) a local officer of such an organisation whose necessary official organisation duties are effectively at local authority level.

The relations and negotiations with a local education authority shall be the sole responsibility of the main unit of local organisation. The activities in which these local teacher representatives will be jointly involved with the LEA and governing bodies will include both individual and collective issues. In order to act effectively, the teacher representatives will need to put views to the authority concerned as appropriate, to consider proposals, to conduct correspondence and to consult members of their associations individually or collectively;

- (c) a local officer whose duties are at the lower level of an association within the area of the main unit of local organisations;
- (d) a school representative whose duties will be limited to activities which are a necessary part of his/her duties for his/her organisation and its members within the school in which he/she is employed.

In certain circumstances a representative may have responsibility for more than one of these functional levels. For their part the recognised teachers' organisations undertake to ensure that their accredited representatives locally understand the extent of their authority and responsibility as teachers' representatives.

- 4. It will be the responsibility of the recognised teachers' organisations to notify the local education authority and individual head teachers of the names of its accredited representatives and it will be to the accredited representatives only that the recommended opportunities and facilities are extended. It is appreciated that in very large or split site schools organisations may wish to appoint more than one representative, while in those areas where there are very small schools organisations may wish to have one representative to service more than one school.
- 5. The principal matters with which the appropriate accredited representative will deal, in accordance with the responsibilities defined in paragraph 3, are as follows:
  - (a) matters arising out of the use of grievance and disputes procedures which have been agreed between the teachers' associations at authority level and the local education authority and governing bodies;
  - (b) responsibilities of the teacher representatives to their unions (e.g. attendances as delegates to their national conferences);
  - (c) responsibilities of the teacher representatives in connection with the interests of their members in the schools;
  - (d) functions connected with the training of teacher representatives, including attendance at training courses arranged by the recognised teacher organisations at national, regional or authority level for this purpose. In these respects consultation with the authority will be part of those functions.

6. It is expected that (b) above will include the involvement of members of the local committee of recognised teacher organisations in attendance at the meetings of those committees, which will not be expected to meet earlier than 4:00 p.m. on any school day, other than in exceptional circumstances<sup>6</sup>. Item (c) is likely to include, without interfering with the normal functioning of the school, the convening of meetings of newly appointed teachers for the purpose of meeting them and explaining the advantages of membership of a recognised organisation.

### **Facilities for Accredited Representatives**

- 7.<sup>7</sup> It is recommended that local agreements on the provision of facilities for the local officer of the recognised teachers' organisations should include:

- (a) arrangements for carrying out his or her association's responsibilities within the schools and for obtaining permission to leave the school in which he or she is employed so that he or she can perform his or her functions as an accredited representative;
- (b) provision of lists of newly appointed teachers in the authority's area and arrangements for communication direct with the new teachers;
- (c) provision annually of a list of the teachers employed in the schools of the LEA by the means most convenient to the authority<sup>8</sup>;
- (d) arrangements for use of accommodation in schools or other premises of the authority for association meetings;
- (e) arrangements of the use of the local authority's distribution system to schools for the purposes of official union communication with their members, subject, if necessary, to approval by the national union or association concerned;
- (f) arrangements for the deduction of membership subscriptions at source where this is requested by any local association of a nationally recognised teachers' organisation. It will be for the individual member to decide whether to opt for deduction at source.

<sup>6</sup> *Where meetings called for 4:00pm would adversely affect the school day, as might be the case when committee members in rural areas may have to travel significant distances to attend such meetings, a later starting time should be arranged.*

<sup>7</sup> *It is expected that such agreements will be no less favourable than those already applicable in the area concerned or any similar agreements which authorities have made with recognised unions in respect of other groups of their employees, particularly with regard to the terms of sub-paragraphs (d), (e) and (f) of this paragraph.*

<sup>8</sup> *The lists referred to may, if any authority so wishes, be provided in the form of copies of school returns.*

8. Absence from teaching duties for the performance of their responsibilities as local officers of the recognised teachers' organisations is to be allowed without reduction in pay. A scale providing for the maximum amount of leave with pay permitted to the local officers should be negotiated locally, and have regard, inter alia, to the number of members of the organisation concerned who are employed by the local authority and serviced by the officers in question.
9. The likely extent of the time required by accredited representative for the performance of their level of responsibilities as representatives of the recognised teacher organisations should be assessed in accordance with an estimate of their local involvement. They should not unreasonably be refused the time necessary for the performance of their responsibilities. The time which these responsibilities is likely to occupy should be taken into account in respect of its effect on their teaching duties.
10. The accredited school representatives of the recognised teachers' organisations should be permitted reasonable opportunities and be given the necessary facilities to discharge their functions as provided for in the ACAS Code, namely:
  - (a) union matters such as recruitment, maintaining membership, collecting contributions and communicating with members;
  - (b) within the responsibilities conferred on them by their respective organisations, industrial relations matters within the individual school such as the handling of members' grievances.
11. The facilities envisaged are as follows:
  - (a) notice board facilities to be provided by the LEA or governing body without charge and the titles of the organisations to be inscribed on the board or boards. Multi-association boards should be used wherever possible;
  - (b) use of telephone with reasonable privacy (if available), with payment for outgoing calls;
  - (c) provision of a room for a meeting with the organisation's members as required, providing reasonable notice is given;
  - (d) use of school typing, duplicating and photocopying equipment, where available, for essential union work within the school providing this does not interfere with the work of the school and on a basis of repayment by the organisation concerned for the materials used.

12. Local officers should be provided with the documents which set out the pay, conditions of service and the regulations of the local authority which apply to the teachers employed in the authority's area. Accredited school representatives should be provided with access to such documents and also with information as to the structure and allocation of promoted posts applicable to their own schools and with the articles of government. These documents should be supplied without charge.

**General**

13. Guidance on aspects of this agreement is contained in the accompanying Commentary. Any changes will be notified to those concerned.

**COMMENTARY ON ASPECTS OF THE AGREEMENT ON FACILITIES  
FOR REPRESENTATIVES OF  
RECOGNISED TEACHERS' ORGANISATIONS**

1. Local Authorities have been advised that they should pursue policies designed to fulfil the recommendations of the ACAS Code of Practice with regard to facilities for Union representatives. Employment protection legislation requires employers to allow officials of independent trade unions, including employees who are accredited as representatives of recognised unions (or associations) to act on behalf of union members in the establishments where they themselves are employed, reasonable time off from work with pay for trade union activities which are a necessary part of the official's duties in connection with the employer's own organisation. The legislation provides for such an employee to complain to an Industrial Tribunal that permission has been unreasonably refused to allow him/her time off from work for these purposes.
2. The Agreement arrived at between CLEA and the recognised teachers' organisations seeks to set out in detail the manner in which the recommendations of the ACAS Code on facilities for trade union representatives should be applied within the education service. The purpose of this Commentary is to offer guidance to authorities and teachers' organisations on aspects of that agreement, and the issues which stem from it.
3. It is recognised by CLEA that if the provisions of the agreement are to be given effect without imposing additional burdens on teaching staffs it may be necessary for LEAs to provide additional staffing resources in individual schools and authorities are accordingly recommended to make such provision as far as possible within the resources available to them and subject to the constraints of LMS formulae.
4. It will be noted that the agreement does not specify any limit on the amount of paid leave of absence which shall be granted to national representatives. It is accepted that individual representatives will be willing to inform the employing authority of the reasons for absence if the authority thinks it is necessary to ask.
5. The agreement provides for leave of absence with pay to be permitted for local officers in accordance with a scale to be negotiated locally and related, inter alia, to the number of members of an organisation employed in a LEA area and serviced by the officers in question.

6. With the developments taking place in the field of industrial relations, health and safety at work, and similar matters, the teachers' associations are giving increased attention to training programmes for their accredited representatives and to the needs of the schools. Authorities should therefore give encouragement and support to accredited union representatives wishing to attend courses for this purposes and teachers' organisations should regard to the needs of the school in arranging their training programmes. When arranging them they should consult with the LEA concerned before making any arrangements to hold a training course during term time.
7. The recommendations in the agreement are not intended to alter the relations which at present exist between the recognised teachers' organisations and individual local education authorities, particularly so far as negotiations are concerned.

**RELATIONS BETWEEN TEACHERS' ORGANISATIONS  
AND LOCAL EDUCATION AUTHORITIES:  
COLLECTIVE DISPUTES PROCEDURES**

**Introduction**

- 1.1 The first objective of this agreement is to reduce the possibility of disputes arising between teachers and their LEA. The second is to establish procedures at local level which should facilitate the resolving of disputes if they arise. The third is to establish at national level a conciliation procedure which can be used for resolving disputes not resolved at local level.
- 1.2 The procedures in this agreement relate to conditions of service and matters affecting the general relations between teachers' organisations and LEAs.
- 1.3 These procedures would not be applicable to individual grievances at school level where responsibility for solving these types of dispute normally rests with the governing body. Neither would they be applicable in the case of disputes which properly fall to be dealt with under specific legislative provision e.g. the Teachers' Superannuation Acts.

**Consultative procedures at local level**

2. With a view to achieving the first of the objectives set out in paragraph 1.1 the LEA should have established agreed procedures for consultation and negotiation between representatives of the teachers' organisations and representatives of the employing LEA, including, where appropriate, members of the LEA. This might be by means of a standing joint committee, or otherwise, as might be agreed locally. This should enable the teachers' unions or the LEA to refer any appropriate matter through agreed procedures for discussion and report to the LEA before policy decisions are taken. This recommendation is not, therefore, a part of the disputes procedure, but rather a means likely to avoid disputes arising.

**Conciliation procedures at local level**

- 3.1 The subsequent sections in this agreement are directed towards the second and third objectives set out in paragraph 1.1. They should be considered in the light of these general propositions:

*This agreement presupposes the acceptance by all concerned of the basic principle that LEAs and teachers will do their utmost to settle potential or actual disputes at the local level. Such acceptance implies, first, that reference to conciliation at national level of any dispute essentially local in origin or nature would be made only as a last resort and, secondly, that an LEA or teachers' organisation involved in a dispute would take no action to implement decisions relating to the dispute until the conciliation procedures set out below had been fully utilised.*



- 3.2 Any teachers' organisation signatory to this document would retain the right, through its appropriate Associations, to meet and negotiate with the LEA on any question affecting its members. If the subject matter of the point at issue involves departure from a locally negotiated agreement to which other teachers' organisations are parties, before approaches are made by the organisation concerned to the LEA there should be discussions with the other teachers' unions who are party to the agreement in question.
- 3.3 When a difficulty, which has arisen between an organisation, or local associations, of teachers and an LEA is not resolved through consultation and negotiation with the LEA, the question should be referred to conciliation with a view to recommendations for the resolution of the dispute between the parties. The conciliation should be at local level unless it is agreed that having regard to the origin and nature of the dispute it would be appropriate for the matter to be referred directly to the national level described in subsequent paragraphs of this document.
- 3.4 The conciliation machinery at local level might for example be either through an ad hoc body, each party to the dispute nominating a member or assessor, with a chairman acceptable to both parties, or through the establishment of a panel from which, for a particular case, appropriate representation to consider the matter and to advise is agreed between the parties.
- 3.5 Where local arrangements are made, the conciliation body should meet within 14 days of its establishment in the case of an ad hoc body or of the stated reference to it in the case of a standing body; in either case, the body should report within a stated period or as expeditiously as possible. In the event of the recommendation of the local body not being acceptable to any of the parties, the matter should be dealt with under the national procedures described immediately below.

#### **Conciliation procedures at national level**

- 4.1 In accordance with the objectives and general principles set out in the introductory paragraphs of this agreement, it should be accepted by all concerned that a dispute would not be referred to the national level unless (a) it were claimed by either party that it involved an issue which was essentially national in nature or origin or (b) it could be shown that all reasonable efforts had been made to settle the matter at the local level. In case of doubt, the ruling of the national conciliator as to whether the conditions specified under (a) or (b) above had been complied with would prevail.
- 4.2 The national conciliator should determine the procedures for dealing with matters referred to the national level. He/she should initiate proceedings within 2 weeks of a dispute being referred.

- 4.3 In the event of the findings or advice of the national conciliator not being acceptable to one or other of the parties, no action, either to implement the decision of the authority on the one hand or to initiate industrial action by the teachers concerned on the other, should be taken without their giving at least 2 weeks' notice of their intention.
- 4.4 (a) Responsibility for the basic servicing and financing of proceedings at the national level (i.e. correspondence leading up to meetings with the conciliator, provision of accommodation, recording of proceedings, and so on) should rest with the organisations representing LEAs and teachers.
- (b) The parties to a dispute referred to the national level should be responsible for meeting the specific costs of that reference other than those covered under (a) immediately above; such of those costs as are common to both sides in a dispute should be shared in equal parts between the LEA(s) on the one hand and the teachers' organisation(s) on the other.
- (c) Any disagreement as to the apportionment of costs should be referred to the conciliator for determination.

## Appendix V

### INSURANCE AND TRAVELLING ALLOWANCES

#### 1. Loss of or damage to personal property

From time to time teachers sustain losses of or damage to personal property during the course of their school duties or during out of school activities. It is considered that where loss or damage is not attributable to negligence on the part of the teacher it would be reasonable for the employer to consider making compensation even though their legal liability is arguable. If an employer or governing body takes out insurance against such contingencies the normal basis for settlement would be the amount offered by the insurance company. Where, however, an employer or governing body does not insure, the normal practice would be for an ex gratia payment to be made. It would not necessarily follow that the amount of a specific payment would be the cost of the replacement of the property concerned. For example, in the case of damage to clothing, account would need to be taken of the age and condition of the clothing as would be the case if an application was being assessed by an insurance company. The circumstances will obviously differ widely from one case to another and it is obviously not practicable to devise a scheme which would cover all cases. The general approach suggested is that applications should be considered in a sympathetic light. At the same time the employer or governing body should bear in mind the fact that compensation should only be a reflection of the current value of the article lost or damaged. It is not intended that in all cases the full cost of replacement should be paid.

#### 2. Teachers on “out of school” activities

This agreement, which was designed to cover voluntary activities, was negotiated in 1973 and is reproduced here in case it is helpful to employers, governing bodies and teachers.

- (a) The undertaking in the model resolution applies in respect of an activity which takes place out of school provided it is still a **school** activity. By implication, the activity must be an approved activity in the general sense that it would be authorised and recognised by the LEA and the head teacher as a proper activity in which the LEA or school may be a participant. It is also the nature of the activity and the link with the LEA school which is the deciding factor, and not the objective and nature of the organisation responsible for the activity. nevertheless, provided that the activity involves the supervision or control of school children, it is not essential that a pupil from the teachers' own school or a school in the area of his/her LEA should be actually taking part in the activity at the time when the liability is incurred. If the activity is initiated by a regional or national organisation, affiliation with the organisation will normally establish that there is a link between the school and participation in the activity. The link may therefore be an in-direct one in the sense that the activity can be traced back to the school which may have been an original participant or entitled to participate (e.g. in a competition or tournament).

Nevertheless, in exceptional circumstances a teacher may be invited by a regional or national organisation to act on its behalf in an activity which has no connection whatever with schools in the teacher's own authority. Where in such circumstances a teacher is acting of his own volition quite independently of his school or LEA, and is engaged primarily on behalf of the organisation sponsoring the activity, the responsibility for insurance (if any) should be that of the organisation and not that of the teacher's own LEA.

- (b) It is believed that the interpretation in (a) above accords with the principle that the LEA's liability should be in line with what a teacher, in a common-sense way, might reasonably assume to be the responsibility of a good employer. If this interpretation is accepted by the LEA no substantial amendment of the model resolution would appear to be necessary and insurers will also accept this interpretation as a definite risk which they can cover.
- (c) While the model resolution is wide enough to include activities which may be remote from the school at which a teacher is employed, it may be considered by some LEAs as too wide insofar as it applies to any type of activity, irrespective of the nature of risk involved. Some LEAs may have therefore amended the model resolution by excluding from its terms activities of an intrinsically dangerous nature. This may be dictated by exclusions in insurance policies. Where an LEA decides that it must amend the model resolution by excluding certain activities, the Associations recommend that they should consult representatives of local teacher organisations and ensure that teachers are fully aware of the need to make special insurance arrangements for these activities.
- (d) Similarly, the model resolution as it stands applies to activities if they take place both in this country and abroad. Whether or not LEAs decide to limit the operation of the resolution to events taking place within the UK there are clearly advantages in making separate insurance arrangements whenever visits abroad are contemplated.
- (e) While the emphasis in the model resolution is on school activities, it nevertheless applies to teachers in other educational establishments.

In addition to the above interpretation the Associations have agreed with representatives of the teachers' organisations that local education authorities should be recommended to adopt the scale of compensation payments set out in the Schedule to the model resolution.

## **Model minute and resolution**

The Authority:

- (a) recognising that the efficiency and effectiveness of their schools and other education institutions greatly depend upon and are increased by the voluntary participation by teachers in activities falling outside the scope of their contracts of service;
- (b) being of opinion that their functions as an education authority will be better performed if such voluntary participation is encouraged and if teachers are indemnified in respect of claims made against them arising out of such participation;
- (c) being satisfied that it is in their interest and that of the pupils for whose education they are responsible that teachers now and hereafter employed in schools and other educational establishments maintained by them should be given the protection and assurance later described in return for the service voluntarily given;

resolves:

- (i) that if teachers employed in schools and other educational establishments maintained by them voluntarily participate in school activities outside the scope of their contracts of service, then they shall thereupon be entitled to the compensatory payments and indemnities specified in the Schedule in the circumstances there referred to;
- (ii) that payments made under (i) above shall not be restrictive of the exercise by the authority of any power to make payments in excess of those set out in the Schedule;
- (iii) that the provisions made by the foregoing resolutions shall not apply in respect of any activity for which the authority have specifically resolved that it shall not apply or have required that specific insurance shall be effected by the organisers of the activity.

## Model Schedule (1981/94)

The Schedule:

- (i) In respect of personal loss or injury to a teacher arising directly out of voluntary participation by the teacher in school activities outside the scope of his/her contract of service:-

Death

Loss of one or more hands, feet or eyes	5 x gross remuneration or £35,000 whichever is the greater
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Permanent total disablement  
(not otherwise compensated above)

(Reference if desired to other benefits)

- (ii) In respect of claims preferred against a teacher by a third party arising directly out of voluntary participation by the teacher in school activities outside the scope of his contract of service:-

An indemnity in respect of such damages and costs as may be awarded against him/her or paid under terms of settlement approved by the Authority (including damages and costs arising from the use by him/her of a motor vehicle) insofar as his/her own insurance arrangements are insufficient for this purpose.

### 3. **Scale of compensation for the application of paragraph 1.1 of Section 8**

#### Payments to Staff in the event of death or permanent disablement arising from assault.

- |    |                                                                                                                                                                                                                                                  |      |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| 1. | Death, total and irrecoverable loss of all sight in one or both eyes, total loss by physical severance or complete loss of use of one or both hands or feet at or above wrist or ankle, occurring within 12 months from the date of the assault. | 100% |
| 2  | Permanent total and absolute disablement (other than as stated as Item 1) from engaging in or giving attention to any profession or occupation of any kind.                                                                                      | 100% |

3. Permanent partial disablement (not otherwise provided for above) the percentage of the capital sum set against the degree of disablement in the following table:

(a)	Total loss of hearing in both ears	40%
(b)	Total loss of hearing in one ear	10%
(c)	Complete loss of use of hip or knee or ankle	20%
(d)	Removal of the lower jaw by surgical operation	30%
(e)	Fractured leg or foot with established non-union	25%
(f)	Fractured knee-cap with established non-union	20%
(g)	Shortening of a leg by at least 3 centimetres	15%
(h)	Loss by amputation or complete loss of:	

		<b>Right</b>	<b>Left</b>
		(to be reversed if insured person is left-handed)	
	(i) one thumb	20%	17½%
	(ii) one index finger	15%	12½%
	(iii) any other finger	10%	7½%
	(iv) one big toe	10%	10%
	(v) any other toe	3%	3%
(i)	Complete loss of use of shoulder or elbow	25%	20%
(j)	Complete loss of use of wrist	20%	15%

#### 4. Travelling allowance for teachers

In 1972 it was agreed that the following submission by the teachers should be commended to authorities:

Where teachers at the request of the head teacher or education officer use their cars in order to facilitate the discharge of their duties, the employing authority should pay an adequate mileage allowance to cover running costs, depreciation and insurance: the scale of this allowance to be negotiated by the teachers' organisations and the individual local education authorities bearing in mind the current casual user rate adopted by the local education authorities.

It is reproduced here in case it is helpful to employers, governing bodies and teachers.

**TEACHERS AND THE SCHOOL MEALS SERVICE  
(DES Circular 16/68 – 15 August 1968)**

1. The report of a Working Party set up in December 1967 at the request of the Associations of local authorities and teachers is attached as Appendix I. The task of the Working Party was to “consider and make recommendations on the position of teachers in relation to all aspects of the School Meals Service”. The recommendations are set out in paragraph 8 of the report.
2. The Secretary of State has now heard from all bodies represented on the Working Party (a list of which is attached at Appendix II) that they have endorsed the report and accepted its recommendations. Having received this assurance from the associations of local education authorities and teachers of support for the principles set out in the report and of their undertaking to give their fullest support in securing the implementation of the recommendations in the light of these principles, the Secretary of State has amended Regulations 13 and 14 of the Provision of Milk and Meals Regulations 1945 (S.R & O., 1945, No. 698) so as to remove with effect from 16 August 1968 the powers of local education authorities to require teachers to undertake supervision of pupils taking the school meal.

**Appendix I**

1. The Working Party was set up in December 1967 at the invitation of the local authorities and teachers’ associations by the Secretary of State with the following terms of reference:

“To consider and make recommendations on the position of teachers in relation to all aspects of the School Meals Service”
2. Within these terms of reference we have taken as our principle aim that of finding a way of abolishing the provision in the Regulations which enables authorities to require teachers to supervise pupils taking school dinners without impairing the school meals service or adding unreasonably to its cost, while continuing to provide adequately for the safety and welfare of the children during the midday break.
3. We have reviewed the previous history and present practice of the part played by teachers in connection with the School Meals Service, particularly as regards the supervision of pupils taking school dinners, and also of the part played by supervisory and clerical assistants. We have done so against the background of developments in the schools. We have taken account of what happens in Scotland where teachers are not required to supervise children taking school dinners.



4. We noted that the conditions under which the School Meals Service was instituted (and under which Section 49 of the Education Act 1944 and Regulation 14 of the Provision of Milk and Meals Regulations 1945 were drafted) have greatly changed because of educational and social developments extending over a number of years. We also noted that under arrangements which have applied since 1 April 1967, no distinction is made between expenditure on school meals and any other expenditure by local authorities in relation to rate support grant. Previously, recognised expenditure on the School Meals Service was reimbursed 100 per cent by the Government but this is no longer the case.
5. Among the more important of the educational and social developments has been the increasing tendency of teachers to engage in voluntary extra-curricular activities between the morning and afternoon sessions and after the school day has finished. This has been accompanied by an increasing tendency for children to spend the midday break at school. There have been many reasons for this. There has been the increasing range of extra-curricular activities; the growing number of children both of whose parents are in employment; the closure of small village schools so that more children have to travel further to school; the re-organisation of secondary schools into larger units; and the increase in the number of parents who think it desirable and natural that their children should be provided with a midday meal at school, just as they themselves are provided with a meal at their place of work.
6. The increasing numbers staying at school at midday to take school meals, the developments of out-of-school activities, and, in general, the rapid changes in curriculum and organisation have placed greater responsibilities on the schools and their staffs. They have also increased the importance of the role played by the school's catering facilities in the life of the school, both at midday and after school. This is a development which we think should be encouraged. The arrangements made for the provision of school meals have naturally been affected. To alleviate the growing burdens falling on teachers there has been a steady increase in the employment of ancillary helpers to assist in supervising school meals and in other non-teaching tasks, and free school meals have been provided for teachers engaged in the oversight of pupils who stay at school for their midday meals.
7. Activities which take place between sessions and after school differ in their nature from those that take place during sessions, since in general the former are voluntary and the latter compulsory. There are differences also between the provision of school dinners which is required by statute and other extra-curricular activities, which are not so required. This legal distinction does not, however, mean that any of the activities which take place between sessions and after school are unimportant. They all play a positive part in making the school a "live" and flourishing educational institution in the interests of the pupils. Clearly the success of these activities depends on the extent and quality of the voluntary efforts of individual teachers under the leadership of the head teacher. The head teacher must retain overall responsibility for the conduct of the school meal, just as he does for all that takes place in and about the school and there is a professional responsibility on the teaching staff as a whole to support the head teacher in fulfilling these responsibilities. It is also important to the teacher, whether head or assistant, that he should be able to enjoy a proper and satisfactory break in which he can relax and rest and, if he wishes, leave the school premises.

8. In light of these considerations we make the following recommendations:
- (a) that Regulation 14 should be amended so as to remove the power given to authorities to require teachers to supervise pupils taking dinners;
  - (b) that teachers who undertake the oversight of pupils during the midday break should be entitled to have a free school dinner, and other teachers remaining should be able to have their dinner on payment;
  - (c) that authorities, after consultation with their teachers, should review their arrangements relating to supervisory assistance in the schools in light of the principles set out above and in accordance with the suggestions made in the Annexe;
  - (d) that authorities, after consultation with their teachers, should review their arrangements relating to clerical assistance in the schools to ensure that teachers are not expected to undertake unreasonable burdens relating to the general administration of the School Meals Service.
  - (e) that all the bodies represented on the Working Party should undertake to give their fullest support in securing the implementation of these recommendations in the light of the general principles set out in this report.

#### **Annexe – Supervisory Assistance**

In light of the terms of this report and the assumptions that we have made regarding the voluntary response that may be expected from teachers after Regulation 14 has been amended in accordance with our recommendation, we think that it may be helpful to set out for the guidance of local education authorities our suggestion regarding the extent of supervisory assistance that may be required in schools of different kinds. We wish, however, to make it quite clear that there will certainly be schools, particularly in areas of difficult social environment, where such assistance will be necessary on a more liberal basis than is here suggested, e.g. because of special problems arising from the school buildings or school organisation, or in a secondary school where there is an unusually low proportion of older children; on the other hand there will be schools where the teachers may not require or wish to have this level of assistance.

We have recommended that after consultation with their teachers Authorities should review their arrangements relating to supervisory assistance and we think that this consultation should include an opportunity for each school to indicate the number of ancillary helpers that it requires.

Against the background of these observations we would suggest that for Infants there should be one ancillary helper for every 30 children remaining at school; and for Juniors one for every 75, but not normally exceeding 4. In secondary schools circumstances vary more widely and it is less easy to indicate a scale for the normal case. Subject to this qualification we suggest that for secondary schools there should be one assistant for every 200 pupils, but not normally exceeding 5.

We also recognise that there are areas where, as a result of the consideration given by authorities and teachers to Circular 5/63, supervisory assistance has been provided in the past on a more generous basis than that suggested above. It is not our intention that the guidance we now offer should result in a reduction in the employment of ancillary helpers in such areas. In areas where the assistance now being provided has not resulted from this consideration of Circular 5/63 it will be necessary for all concerned to look specially at how and by what stages the guidance shall be followed with a view to avoiding difficulties.

## **Appendix II**

Bodies represented on the Working Party on Teachers and the School Meals Service:

County Councils Association  
Association of Municipal Corporations  
Association of Education Committees  
Welsh Joint Education Committee  
Association of Assistant Mistresses  
National Union of Teachers  
National Association of Schoolmasters  
National Association of Head Teachers  
Head Masters' Association  
Association of Head Mistresses  
Assistant Masters' Association

**CONDITIONS OF SERVICE FOR SCHOOL TEACHERS IN  
ENGLAND AND WALES (THE BURGUNDY BOOK)**

**JOINT COMMENTARY BY THE NATIONAL EMPLOYERS ORGANISATION FOR  
SCHOOL TEACHERS AND THE SIX TEACHER ORGANISATIONS**

**SCOPE OF THE AGREEMENT**

1. The 2000 Revised Edition of the Burgundy Book represents the national agreement between the six teacher organisations and the local education authorities. The National Employers' Organisation for School Teachers and the teacher organisations recommend all employers of school teachers to adopt the conditions of service set out in the national agreement, by incorporating appropriate references in the contracts of employment and written statements of particulars issued to individual teachers.

**FORMAT OF THE REVISED EDITION**

2. The conditions of service contained in the 2000 Edition of the Burgundy Book have been updated to reflect changes in legislation since the second edition was published in November 1985. The opportunity has also been taken to clarify certain parts of the conditions of service.
3. The new format divides the agreement into separate sections for each main subject for ease of reference
4. At the same time, it has been decided to omit various parts of the 1985 edition. These omissions are:

**Paragraph 8: Dismissal of Teachers**

Dismissal procedures for teachers employed in schools are now in the vast majority of cases determined by governing bodies. Certainly, under Local Management of Schools (LMS), the procedure in schools will be different from those set out in paragraph 8. Where procedures determined by the LEA still apply, these will usually be well established.

**For the guidance of employers, however, a jointly agreed statement of principles relating to dismissal, disciplinary and grievance procedures is attached as Appendix I to this commentary.** See also paragraph 31 below relating to grievance and disciplinary procedures.

**Paragraph 10 : Medical Examinations: Suspension of Teachers on  
Medical Grounds**

Paragraph 5 of new Section 3 has been expanded to cover the terms of this paragraph.

### **Paragraph 11: Definition of the Teacher's Day, Duties and Holiday Entitlement**

The previous arrangements relating to mid-day supervision no longer apply and there are now definitions for "Professional duties" and "Working time" in the School Teachers Pay and Conditions Document. This paragraph is therefore superfluous.

### **Appendix I: Legislation Affecting Teachers' Conditions of Service**

Although this appendix served a useful purpose at the time, especially for those unfamiliar with industrial relations legislation, it is now felt that the treatment of the subject in this format is too superficial. It is thought to be inappropriate to cover these issues in a conditions of service handbook.

### **Appendix II : Model Grievance Procedure**

Again, under LMS, governing bodies determine procedures relating to individual grievances. The number of instances where this section is likely to be relevant will be small. See, however, Appendix I for a statement of principles.

### **Appendix III : Medical Fitness**

There does not seem to be much point in reproducing extracts from DfEE Circulars on this subject. A reference to the current circular has been included in paragraph 5.1 of new Section 3.

### **Appendix VI: List of Recognised Teachers' Organisations who were Represented on the Burnham Primary and Secondary Committee**

A list of teacher associations which are parties to the conditions of service agreement has been included on the title page of the revised Burgundy Book. New Section 1 also refers to the role of the CLEA/School Teachers' Committee in determining conditions of service.

### **DETAILED COMMENTS ON THE REVISED EDITION**

5. Set out below are joint comments on each section contained in the Revised Edition.

#### **Section 1 : Introduction**

6. This replaces the previous "Foreword" and the paragraph on "Contract of Employment". References to the 1988 Education Reform Act and the 1996 Education Act are included. Paragraph 1.3 makes the point that national conditions for grievance and dismissal procedures are not now included.
7. The heading for paragraph 3 has been amended to read (more accurately) "Statement of particulars". The paragraph itself refers to current legislation.

## **Section 2 : Definitions**

8. This replaces the previous paragraph 4. Sub-paragraph 1.1 makes it clear that the provisions of the Burgundy Book apply to **all** teachers.

## **Section 3 : Appointment : Resignation : Retirement**

9. Paragraph 4.4 makes it clear that the normal notice provisions apply to all terminations of contract, except for gross misconduct.
10. Paragraph 5 is a slight amendment to the previous paragraph 5.4 to bring in provisions relating to new entrants (previously referred to in old paragraph 10).
11. Paragraph 7.2 has been amended to reflect the reduction to one year's continuous service for the purpose of entitlement to occupational maternity benefits.

## **Section 4 : Sick Pay Scheme**

12. This replaces the previous paragraph 9.1. The definition under paragraph 2.1 specifies that for sick pay entitlements "service" means all aggregated teaching service without regard to breaks in continuity.
13. A new sub-paragraph 2.3 has been added to define "working days".
14. The deductions under sub-paragraph 5.1 have been updated to refer to the relevant Social Security legislation up to and including the Social Security (Incapacity for Work) Act 1994. This reference also covers the introduction of Statutory Sick Pay. Sub-paragraph 5.2 has been similarly updated.
15. Sub-paragraph 6.1 is a slight redraft of existing paragraph 9.1.6. to clarify that the "for some other reason" relates to the sickness absence rather than the termination of the contract for any other reason. "Normal deductions" during notice means tax and national insurance, etc which would be deducted during any period of normal employment.
16. The last sentence in sub-paragraph 7.4 is new. It is in the nature of a "penalty clause" which allows an employer to ask for a refund where a teacher does not return after a closure period. It is not intended that the discretion given in this paragraph to the employer to ask for a refund of salary should be exercised where the teacher provides appropriate evidence that he/she has recovered during a period of closure and then has genuinely become ill again at the start of the next working period and provides appropriate evidence to this effect.
17. Paragraph 8 is a re-ordering of the information previously set out in paragraphs 9.1.12 - 9.1.14.
18. Paragraph 9 deals with "industrial injury". Sub-paragraph 9.1 expands the definition to include injuries and assaults to teachers in the course of their employment.

19. The amendment to the industrial injury provisions contained in sub-paragraph 9.2 reflects the decision in the Employment Appeal Tribunal in the case of Ms C Sides -v- Somerset County Council. The Tribunal agreed with Ms Sides that following her period of full pay under the industrial injury provisions she was entitled to be paid full pay under the normal sick pay provisions. Decisions of the Employment Appeal Tribunal set a precedent in law.
20. Sub-paragraph 9.4 is a tidying-up paragraph to cover the situation where somebody is absent for two or more periods arising from the same industrial injury. In these circumstances, the entitlement under sub-paragraph 9.1 is to a maximum of 6 months on full pay until the situation is reviewed under sub-paragraph 9.2.
21. Sub-paragraph 11.2 deals with the circumstances where the provisions of the sick pay scheme may be withdrawn from a teacher because of his or her conduct. The old paragraph 9.1.20 has been re-written to recognise the role of the governing body in matters relating to conduct.

### **Section 5 : Maternity Scheme**

22. In 1994 the National Employers consulted the trade unions on a revised national maternity scheme to take into account the statutory changes arising from the European Union Pregnant Workers Directive. The joint agreement was sent to LEAs under cover of Education Employers' Bulletin No 276 dated 4 October 1994.
23. This joint agreement forms the basis for Section 5 in the revised Burgundy Book.
24. In addition, the revised section takes into account the provisions of the Maternity and Parental Leave Regulations 1999. A number of other minor amendments have also been made. The main changes made since the 1994 agreement are described in the succeeding paragraphs.
25. Sub-paragraph 2(c) has been amended to outline the teacher's obligations to inform her employer of her pregnancy 21 days before commencing maternity leave. The sub-paragraph has also been amended to introduce a provision to line-up the timescales for the commencement of leave under the occupational and statutory schemes. Since SMP always starts on a Sunday, it is logical for payments under the occupational scheme to also start on a Sunday. The only exception to this would be when the maternity leave period is automatically triggered by one of the events described in sub-paragraph 4.3.
26. Sub-paragraph 2(e) has been amended to refer to the Management of Health and Safety at Work (Amendment) Regulations (rather than the Draft Regulations).
27. From paragraph 4 onwards "continuous service" for the purpose of the maternity scheme is defined as service as a teacher with one or more LEAs.
28. An amendment has been made to sub-paragraph 4.1 to specify that all teachers taking maternity leave cannot commence leave before 11 weeks prior to the expected week of child birth (EWC) or return earlier than 2 weeks after the birth. Paragraph 4.3 has consequently been deleted.

29. In sub-paragraph 4.4 (part of new sub-paragraph 4.2) the qualifying period for entitlement to 29 weeks' additional leave has been reduced from 2 years' continuous service as a teacher to 1 year; this applies to teachers whose expected week of childbirth began on or after 30 April 2000.
30. Sub-paragraph 5.1 has been amended to make it clear that one of the qualifying conditions for any occupational maternity pay is that the teacher has to return to her job for at least 13 weeks.
31. Paragraph 6 has been retitled "Return to work".
32. Paragraph 7 has been retitled "Notification of return to work". In sub-paragraph 7.1 the reference to "7 days" has been replaced with "21 days".
33. A new clause has been introduced as paragraph 7.2 to say that where a teacher entitled to additional leave does not notify the employer of the date of the child's birth the employer may write to the teacher 21 days before the end of ordinary maternity leave asking for confirmation of the date of birth and her intention to return to work. The teacher then has to respond within 21 days and the employer has to confirm the last possible date for her return.
34. Sub-paragraph 7.2 (new sub-paragraph 7.3) has been amended to specify that where 21 days' notice of early return from additional leave is not given, the employer can postpone her return for a period of up to 21 days.
35. Sub-paragraphs 7.3 – 7.6 have been deleted since there is no longer any statutory provision allowing an employee to postpone return to work on the basis of sickness or due to ongoing industrial action. A teacher who has completed her period of maternity leave but is unable to attend work due to an interruption of work (whether due to industrial action or for some other reason) will be treated in the same way as any other employee absent for this reason. A new paragraph 7.4 has been introduced to specify that where a teacher is unable to return to work due to sickness the provisions of the sick pay scheme will apply.
36. The proviso at the end of sub-paragraph 8.3(b) has been deleted as being irrelevant. The assumption is that the teacher receives full pay for the first four weeks of absence, offset against SMP or Maternity Allowance.
37. Sub-paragraph 8.4 has been amended to make it clear that teachers with one year's continuous service are now entitled to retain the first six weeks' occupational maternity pay (for teachers whose EWC began on or after 30 April 2000).

### **Section 6: Other Leave**

38. This section covers sub-paragraphs 9.3 - 9.6 of the old Burgundy Book. Paragraph 1 refers to the current "Memorandum of agreement for the release of teachers" agreed between all relevant organisations involved in examinations.



### **Section 7: Grievance and Disciplinary Procedures etc.**

39. This replaces paragraphs 6, 7 and 8 of the Burgundy Book and takes into account the fact that under LMS governing bodies, rather than the LEA, now have responsibility for determining grievance and disciplinary procedures. See also Appendix I. Sub-paragraph 1.2 retains the reference to procedures for settling collective disputes.

### **Section 8: Miscellaneous Conditions**

40. This section replaces paragraphs 11 - 15 of the Burgundy Book. Paragraph 1 deals with a range of insurance and compensation arrangements. Sub-paragraph 1.1.2 has been updated to show a more realistic compensation figure of £35,000 for a teacher assaulted during employment. (This is the current figure used for staff under the NJC for Local Government Services).
41. Paragraph 4 has been amended to include a reference to the JNC for Teachers in Residential Establishments.
42. A new paragraph 6 has been added covering statutory conditions of employment.

### **Appendix I : Premature Retirement Compensation**

43. This appendix and annexes B and C are a substantial rewrite of Appendix VII of the old Burgundy Book. Where appropriate, references are made to the new arrangements introduced under the 1997 amendment to the Teachers' Superannuation Regulations and the Teachers' (Compensation for Redundancy and Premature Retirement) Regulations 1997. More detailed advice on these new arrangements, and on the revised arrangements for ill-health retirement and the new discretionary powers relating to severance, has been issued by the Department for Education and Employment, the National Employers' Organisation for School Teachers and the Teacher Associations.
44. Paragraphs 1-8 of Appendix I preserve the general terms of the agreement agreed in 1976 but have been suitably updated to recognise the changes referred to in paragraph 33 above.
45. Paragraphs 9 and 10 refer to the effect of the Education Reform Act on arrangements for PRC.
46. The old Appendix A and Appendix C have been deleted from the new Edition. Appendix A referred to the teachers' organisations recognised for the purpose of the agreement on premature retirement compensation. As far as school teachers are concerned, this point is adequately covered by references on the front cover of the handbook and in new Section 1. Appendix C referred to the 1973 redundancy procedures for further education lecturers and is irrelevant to school teachers.

47. The new Annex A and Annex B replace old Appendices B and D. Annex A is a summary of the regulations relating to PRC. It draws heavily on the old Appendix B, but updates the references to regulations and sub-divides the guidance into different sections. Paragraphs 5 and 7 refer to the effects of LMS, including the definition of who is the “deciding authority” and who is the “compensating authority”. Sub paragraph 5.2 refers to the recent amendment to Section 139 of the 1996 Education Act which gives LEAs greater control over decisions on early retirement.
48. Annex B is a summary of the regulations relating to redundancy payments and is an updated version of the old Appendix D. Paragraph 2 takes into account the effect of the recent House of Lords judgement, whereby all employees with two years’ service are entitled to a redundancy payment irrespective of their hours of work, and also the application of the Modification Order. Paragraph 7 explains the circumstances under which a teacher would be ineligible for a redundancy payment.
49. Annex C lists those bodies currently covered by the Modification Order which are taken into account in determining entitlement to redundancy payments. The list will be amended as appropriate from time to time.

#### **Appendix II: Memorandum of Agreement for the Release of Teachers**

50. This replaces the old Appendix IV which dealt with the old GCE and CSE examinations. The new wording reflects the current agreement between the relevant parties.

#### **Appendix III: Agreement on Facilities for Representatives of Recognised Teachers’ Organisations**

51. This appendix is a repeat of the old Appendix V with a few minor amendments to recognise the role of governing bodies under LMS.

#### **Appendix IV: Relations between Teachers’ Organisations and LEAs: Collective Disputes Procedures**

52. This appendix is a revised version of section 2 of the old Appendix III and relates to the resolution of collective disputes between teachers and LEAs as employers. The provisions set out in paragraph 4 recognise that the current arrangements provide a “national conciliator” rather than a “national conciliation body”.

53. **Attached as Appendix II to this commentary is a recommended model procedure to facilitate the resolution of collective disputes between teachers and a single school governing body.**

#### **Appendix V : Insurance and Travelling Allowances**

54. This appendix updates the old Appendix IX. The model schedule has been updated to provide a more relevant gross remuneration figure of £35,000.

#### **Appendix VI: Teachers and the School Meals Service**

55. This appendix reproduces the old Appendix VII.

**EMPLOYMENT PROCEDURES: JOINT GUIDANCE**

**1 Introduction**

1.1 In schools with delegated budgets, governing bodies have the duty to determine employment procedures for staff in their schools. Teachers employed in other schools and services will be covered by procedures determined by the employer. In all cases, it is assumed that staff and their representatives will be consulted before procedures are introduced and when they are revised.

1.2 In the light of this, the revised version of the Burgundy Book does not set out detailed procedures for matters related to employment but it has been agreed to set out the principles to be taken into account when such procedures are considered locally.

**2 General Principles**

2.1 Copies of procedures should always be made available to the individual before they are applied.

2.2 The following general principles should be incorporated in the procedures:

- Rights of representation.
- The parties to be involved in any process and any rights of appeal
- Range of possible sanctions available to each stage
- The timetable for decisions or the review of decisions and factors which will be taken into account
- Clear distinctions between formal and informal parts of the procedures
- Where the final stage is dismissal there should be a differently constituted body to hear any appeal against dismissal

**3. Designated Procedures**

3.1 Whilst the final stage of employment procedures should be the same, considerations such as the relevant ACAS Codes point to differences in the initial stages to reflect the issues to be considered. Such differences may affect the timescale, the nature and role of the decision takers and the extent and nature of any appeal rights. Different initial stages may be required for the following:-

- Redundancy
- Capability
- Conduct
- Grievances
- Ill-Health
- Pay and Grading
- Other Conditions of Service

**MODEL PROCEDURE TO FACILITATE THE RESOLUTION OF COLLECTIVE DISPUTES BETWEEN TEACHERS AND A SCHOOL GOVERNING BODY**

**1. Introduction and Scope**

This procedure is complementary to the school's grievance procedure; it is not an alternative. The school's grievance procedure is designed to resolve individual grievances. A collective dispute arises from a difference between the governing body and all, or at least a substantial number of, teachers at the school. The school's own collective disputes procedures applies only to those matters which fall within the purview of the governing body.

**2. Consultative Procedures at Schools Level**

The prime objective is to reduce the possibility of disputes arising between teaching staffs and the governing body. That is best achieved by the establishment of agreed, standing arrangements at the school for regular consultation between staff and the governing body.

**3. Conciliation**

When a dispute cannot be resolved within the context of the arrangements referred to in 2 above, then the assistance of a third party conciliator can be sought. That third party would normally be an appropriate officer of an LEA, though with the agreement of the disputants, the third party, i.e. the conciliator, could be some other suitable person. It would be open to that person to seek technical assistance from appropriate officers of the LEA and teacher or teachers' organisations. The process is one of conciliation. The conciliator can be invited to make a determination only if the two sides to the dispute agree to such a course of action

There is no recourse to another stage in the process.