

Birmingham contract terms conditions (Birmingham School Workforce Contract) 1 Effective from 01.09.2017

The new Birmingham workforce contract of employment came into effect on 1 September 2017 and was varied from 1 April 2022.

This applies to:

- Community schools
- Community special schools
- Voluntary controlled schools
- Maintained nursery schools
- Pupil referral units

Terms and conditions of employment

This Contract of Employment contains a statement of the applicable terms of your employment as required by Section 1 of the Employment Rights Act 1996 and should be read in conjunction with your offer letter and the Job Specific Terms and Conditions document, a copy of which is in Appendix 2 of this contract.

Your employment is also governed by the National Joint Council (NJC) for Local Government Services National Agreement on Pay and Conditions of Service (the National Agreement), as varied or amended or, superseded by this Contract and Appendix 1. From time to time the National Agreement may be amended, varied or superseded as a result of negotiations.

Birmingham City Council ('the Council') recognises certain trade unions for the purposes of collective bargaining. Any collective agreements currently in force, including changes to these agreements and any new collective agreements, will automatically form part of your contract of employment, whether or not you are a member of a trade union.

Further details of the collective agreements in force are available from your head teacher or line manager.

Together they all form the terms and conditions of your employment with Birmingham City Council.

See separate document – 3. Birmingham School Workforce Contract wef

01.04.2023. 1 – Introduction

Preparation for the implementation of the ‘Birmingham Contract’ began in 2012 and it was implemented from 01 April 2014 in community, community special, voluntary controlled and maintained nursery schools where the Birmingham City Council is the legal employer. Variations to the contract were implemented from 1st April 2022.

Consultations with the support staff unions on the extension of the ‘Birmingham Contract’ to support staff in schools began in the autumn of 2012. In January and February 2013 information on the proposals and the implications for schools and individual employees was given to head teachers in a series of meetings. The obligation to consult directly with all support staff was met through individual letters, an employee survey, meetings in schools, and the opportunity for employees who are potentially affected financially to attend meetings with representatives of the authority. The City Council’s Employment and Human Resources Committee then decided to implement the Birmingham Contract in community, community special, voluntary controlled and maintained nursery schools.

3 Birmingham Contract (01.04.2014 with variations in 01.04.2022)

The changes to the Birmingham Contract are summarised as follows:

- substitute Her Majesty’s Revenue and Customs maximum car mileage rate before tax is payable for the current essential and casual car mileage rates recommended by the National Joint Council for Local Government Services and included in the Green Book (the National Agreement on Pay and Allowances 1997)
- remove enhanced payments for weekend working including lettings (this means that overtime should be paid where worked, but that any weekend work, whether as part of standard hours or overtime, will be paid at plain time and not at an enhanced rate of pay)
- remove shift and irregular/unsocial hours pay (for the same reason as removing enhanced payments for weekend working)
- remove the reimbursement of additional travel costs paid to employees who are required to change their place of work (relocation expenses),

with the exception of employees on grades 1, 2 and 3 who will receive it for up to a maximum of three months

- incorporation of sleep-in payments
- amend the maternity and adoption leave schemes to provide for payment in respect of 'Keeping in Touch' days
- recommend the City Council's revised Code of Conduct, with appropriate amendments, to governing bodies for employees in schools •
recommend governing bodies to adopt an equal opportunities policy
- provide for future amendment of terms and conditions
- incorporation of collective agreements
- incorporation of a confidentiality disclosure clause upon leaving
- with the exception of the allowance for special educational needs (SEN), removal of differential payments and responsibility allowances (this involves examination of the responsibilities for which extra payments have been made under the Single Status scheme and consideration of whether payments are due for some other reason – details are given below)
- extension of the SEN allowance to mainstream schools subject to specified criteria

The introduction of the Birmingham Contract is not intended to place any additional financial burden on schools and provides the opportunity to harmonise terms and conditions across schools and within the Local Authority. In some schools it will result in a reduction in staff costs due to the withdrawal of certain payments.

Employees who are not affected by any of the changes in the contract nonetheless need to have a new contract to prevent them from becoming eligible for one or more of the current payments in the future, so it is necessary to introduce the new contract for all support staff.

4 Supporting information

The attached booklet of supporting information for employees includes a summary of the changes, questions about accepting the new contract, the effect on pensions, the process for reviewing allowances, mitigation payments, term-time only and banked hours, and a definition of the school day.

5 Terms and conditions not changed

Responsibility allowances (except for the SEN allowance) for teaching assistants have been removed with the introduction of the Birmingham Contract. The head teacher should determine whether there is still a requirement to carry out the duties for which the responsibility allowance was paid previously and whether it is appropriate for an alternative payment to be made. There is detailed guidance on Teaching Assistants and what additional payments may be appropriate in the attached matrices – see separate documents.

No action needs to be taken by the school to stop the payment of Responsibility Allowances on 1st April 2014 as this will be completed automatically. However, where any other new payments are to be made it will be necessary for the form raiser to make the changes in the normal way.

6 Responsibility allowances for teaching assistants

Responsibility allowances (except for the SEN allowance) for teaching assistants have been removed with the introduction of the Birmingham Contract. The head teacher should determine whether there is still a requirement to carry out the duties for which the responsibility allowance was paid previously and whether it is appropriate for an alternative payment to be made.

7 Other employees who may lose current payments

Head teachers are also asked to meet with other employees who may lose money as a result of the implementation of the Birmingham Contract, such as those who have received a differential payment.

8 SEN allowances

Existing SEN allowances for teaching assistants in special schools and units will continue to be paid as they have been under Single Status.

From 1st April 2014, however, teaching assistants in community, voluntary controlled and maintained nursery schools who are required to spend a

substantial part of their working day directly and exclusively or mainly with children who have special educational needs become entitled to the SEN allowance (payable pro rata to the term-time calculation) for the duration of the time they are asked to support the child or children concerned. This payment will not be introduced automatically.

Higher level teaching assistants are also eligible for the allowance, although it is acknowledged that in mainstream schools, they are less likely than teaching assistants to spend a substantial part of their working day exclusively or mainly with children who have special educational needs.

See separate document – 21. SEN Allowances Guidance 9 Car mileage

The car mileage payment for employees on the Birmingham Contract is the maximum rate above which Her Majesty's Customs and Excise requires the payment to be taxed.

See separate documents – 6. Car mileage Claim Form, 5. Car Mileage Application Form 10 'Keeping in Touch' days

Keeping in Touch (KIT) Days taken from the Green Book

(a) Keeping in touch (KIT) days are intended to facilitate a smooth return to work for women returning from maternity leave. Before going on leave, the employer and the employee should discuss and agree any voluntary arrangements, for keeping in touch during the employee's maternity leave. An employee may work for up to 10 KIT days during OML or AML without bringing her maternity leave to an end. An employee may not work during the two weeks of compulsory maternity leave immediately after the birth of her baby.

(b) The work can be consecutive or not and can include training or other activities which enable the employee to keep in touch with the workplace. Any such work must be by agreement and neither the employer nor the employee can insist upon it.

(c) Authorities are recommended to adopt policies for KIT days that have regard to DTI guidance (Maternity Entitlements and Responsibilities: A guide – babies due on or after 1 April 2007) and therefore should include arrangements for payment for working on these days.

11 Code of conduct

Under the Birmingham Contract a code of conduct for support staff becomes contractual. **City Council's Code of Conduct Policy – See separate document 7. Code of Conduct - Birmingham School Workforce Contract.**

12 Equal opportunities in employment policy 1 Public sector duties

Public sector equality duties are legal requirements on public bodies to have due regard to the need to eliminate discrimination, advance equality of opportunity and promote good relations between people with different protected characteristics when they are exercising their public functions. These duties affect all aspects of a school's work – including the equality of employees as well as the equality of pupils.

Under the Equality Act 2010, all public bodies, including maintained schools and academies, have a single equality duty to include all protected characteristics – race, disability, sex, age, religion or belief, sexual orientation, pregnancy and maternity, and gender reassignment. In carrying out their functions, public bodies are required to have due regard to the need to

- Eliminate conduct that is prohibited by the Act,
- Advance equality of opportunity between people who share a protected characteristic and people who do not share it,
- Foster good relations across all characteristics, between people who share a protected characteristic and people who do not share it.

In addition to ensuring that the school prevents unlawful behaviour – for example: direct discrimination, indirect discrimination, victimisation and harassment - governing bodies should ensure that the school complies with specific duties required of public bodies.

2 Specific duties

It is not possible to produce model objectives, as objectives have to be specific to the school; the school has to decide what is best suited to its size and circumstances.

There is no longer a legal requirement to adopt an equality scheme or policy. However, the Statutory Code of Practice published by the Equality and Human

Rights Commission recommends such a policy and this recommendation would be taken into account in any legal proceedings.

3 Help and guidance for schools

The Department for Education has published detailed guidance for schools on all aspects for the Equality Act 2010. (See www.gov.uk for guidance/notes). This gives examples of the considerations which schools should take into account in relation to the various protected characteristics in relation to both pupils and staff. It is useful reading for senior leaders involved in policy development within the school.

The Equality and Human Rights Commission has also published guidance specifically for schools' duties in relation to pupils - see www.equalityhumanrights.com for guidance

4 Equal opportunities in employment policy

The City Council commends the attached model equal opportunities in employment policy to schools. It was produced to support the introduction of the Birmingham Contract but may be adopted by any school. All governing bodies will need to insert additional information in the model to reflect the particular needs and arrangements in their school. Faith schools will wish to make appropriate amendments relating to discrimination on grounds of religion.

See separate document – 9. Equal opportunities in employment policy 13 Sleeping in and night working

This is where the employee is asked to sleep in at a residential unit or school and to wake and to attend to their duties in the event of an incident or resident needing attention. An all-inclusive grade can be agreed which includes the requirement to do 'sleep-ins'.

Employees required to sleep in on the premises shall receive an allowance of £41.77 (as of 01.04.24 pay award). This allowance covers the requirement to sleep in and up to 30 minutes call out per night, after which the additional hours provisions will apply.

14 Relocation expenses

The criteria for relocation expenses in the event of a school moving to a new site have been changed to limit them to employees on grades 1 to 3 inclusive and for a maximum of three months.

15 Job evaluations and job descriptions

Salary grades for jobs are determined by the job evaluation undertaken in accordance with the job evaluation scheme implemented under Single Status. Job descriptions are prepared by the school to correspond to the job evaluation and may be amended from time to time provided that they continue to correspond to the job evaluation and are the subject of consultation with employees.