



SINGLE STATUS FOR SCHOOLS



Support Staff Employment Package
June



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INTRODUCTION

Dear Headteachers, Governors and Colleagues in schools,

You will be aware that over the Autumn and Spring terms, we have been consulting with Governors, Headteachers and Support Staff on the proposed package of new terms and conditions for schools managed staff. This document sets out the final package that the City Council now recommends for adoption by each Governing Body.

You will recall that we wrote to all Governing Bodies and Headteachers in September 2008 seeking their permission to consult with their staff on a new set of terms and conditions and seeking their views on the proposed package. Six briefings were arranged for Headteachers and Governors and there was a good attendance at all these management briefings. Presentations were also made to a range of Headteacher and Governor Forums. Over 90% of schools gave their agreement to consult and we wrote to each of their members of staff individually, inviting them to send us their views, attend one of the briefings and/or complete the consultation questionnaire.

Sixteen briefings were then held for support staff. In total over 1500 staff have attended the briefings and over 1000 questionnaires have been returned. Can we say a huge 'THANK YOU' to all who took the time to complete the questionnaire. Your comments and views were crucial to us in formulating this final package.

The general results of the questionnaire have been circulated in E-Briefing 34. We have been pleased to see that a majority of all three major stakeholder groups: Governors, Headteachers and Support Staff, have responded that they were in support of the overall proposed package. This shows that by listening to our stakeholders and forming our original proposals in direct consultation with all groups, we have been able to put together a broad package that meets the overall needs of all our stakeholders.

Clearly we will not be able to please all people at all times. On some of the details in the questionnaire, we had strong views from support staff on one side and equally strong views on the other side from stakeholders with responsibilities for managing school budgets. In these cases we have generally continued with the status quo – continuing with tried and tested current practice.

There was one other area of the questionnaire, we would like to discuss. For some time, we have felt that it would be very difficult for schools to backdate implementation of Single Status to April 2007. So in our proposed package, we had suggested an effective date of 1 April 2008, but sought your views. We are pleased that a majority of Headteachers and Support Staff questionnaires support the April 2008 effective date. We must note that a significant minority of support staff preferred April 2007 and a majority of Governors and a significant number of Headteachers preferred April 2009 or even 2010. Given

the majorities in favour of April 2008, this date seems a fair compromise between the two positions. Responding to Trade Union concerns, we have checked and believe this date is being adopted in some other Local Authorities and does not breach either contracts or the national agreement. However using April 2008 does pose some operational difficulties in backdating payroll. We would ask that you bear with us in resolving any difficulties.

This final package includes improvements on current conditions for many staff, on annual leave and increases the pay particularly for many low paid staff in schools. To avoid further equal pay claims, it does tackle the difficult issue of term-time only and a range of other matters but due to the way we have structured our recommendations, most staff will not lose pay, indeed many will gain, even on their pensions.

We have continued to consult and negotiate with the Trade Unions and have accepted a number of extra concessions particularly on HLTA progression, and levelling up of Responsibility Allowances and SEN Allowances. All these concessions will increase pay for relevant groups. We have looked at a number of other possible options but these have been dependent on Trade Union support for the final package (or at least acceptance that 'it was the best that could be reached by negotiation'). At this point, the Trade Unions have indicated that they need to consult further with their National Officers and consult with local union members. We would therefore encourage you to join in with the Trade Union consultation.

We are conscious, however, of the strong desire to move ahead with implementation. We therefore now commend this package to you. We ask that school Governing Bodies consider and adopt the package for their schools. Soon after this package is received in schools, a spreadsheet will be sent to each school with possible assimilation arrangements. This will be the start of implementation in your school. Further details are in the package. We do not underestimate the size of the task for schools. We have trained our HR, Finance and Advisory staff on the package and helplines have been set up for

Headteachers and Governors (675 8080 Option 1) or Email
SchoolSingleStatus@birmingham.gov.uk

DSD Staff (Option 5 staff) (675 8080 **Option 2**) or E-mail
DSDHR@birmingham.gov.uk

For all employees only when Contracts are despatched (675 8080 Option 3) or
E-mail CYPFPayAndGrading@birmingham.gov.uk

Workshops have also been arranged to take Bursars, Headteachers and relevant Governors through some assimilation arrangements and to look at the details and answer queries.

Can we thank you again for responding so positively to the consultation and also thank you in anticipation of your co-operation with implementing School Single Status.

We would like to thank you for taking the time to look at this document and commend it for your consideration.



Councillor L Lawrence
Member for
Children, Young People and Families
Resources



Councillor A Rudge **Cabinet**
Cabinet Member for
Equalities and Human

Detailed below is a summary of changes that have been made to the package since its previous release as the Single Status in Schools Consultation Package in October 2008.

Page	Section	Item Number	Item	Amendment	Addition
14	1	1.5	Inserted new point regarding casuals		X
16	2	2.4	Change to Incremental Progression	X	
16	2	2.5	Change to Annual Leave operative date	X	
18	4	4.5	New paragraph about termination and reengagement		X
19	5	5.2	Details of new assimilation spreadsheets		X
21	5	5.4.4	New paragraph about returning individual assimilation pro-formas		X
22	5.6	5.6	Additional point regarding the backdating of pay for those staff who leave after effective date but before implementation.		X
23	6	6.0	Change to annual increments	X	
24	10	10.4	New paragraph regarding job descriptions in appendix L		X
25	Generic Post Titles		Some post titles amended	X	
26	Generic Post Titles		New residential post titles		X
29	14	14.2.1	Additional information on free school meals.		X
29	14	14.2.2	New point made regarding free meals		X

31	14	14.8	Day trips – pay only necessary where staff attend the trip as a requirement		X
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32	14	14.13	Amended guidance for recognition of technician qualifications		X
33	14	14.15	SEN Allowance	X	
33	16	16	Change to increments. All qualifying staff to receive increments on 1 April 2009 and 1 April 2010	X	
34	17.0	17.3	More detail given regarding Pension Protection		X
35	18	18.5	New paragraph on non standard term time arrangements		X
36	18	18.6	New paragraph on training days		X
40	Appendix A	Braile and Signing	Guidance given about requirements for Braille and Signing		X
58	Appendix F	2	Amendment regarding TAs working with Special Needs children.		X
59	Appendix F	6	Moved point about inconsistent payment pattern of responsibility allowances	X	
60	Appendix F	14	Levelling up of responsibility Point, change of calculation.	X	
60	Appendix F	15	New point regarding SEN allowance	X	
61	Appendix F	16	Inserted point about fast track		X
62	Appendix F	Qualified Status	Added BA Early Childhood Studies		X

76	Appendix I	2	Additional information on HLTA regarding whole class duties.	X	
76	Appendix I	3	Deleted point regarding bar on 5 th point. Inserted new position with NO bar on GR4. HLTA could now access all points		X

77	Appendix I		Inserted spreadsheets for HLTA's		X
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In September 2008, consultation opened on the proposed implementation of Single Status in Schools conditions of service. The consultation has now ended and the following Support Staff Employment Package represents the pay, terms and conditions that we are recommending for adoption in schools across Birmingham.

Support Staff Employment Package

Once it has been possible for the school to consider the overall package, schools are asked to use the information from ○ the various briefings and workshops, ○ this Support Staff Employment Package, ○ the spreadsheet(s) for your school, ○ your school staffing structures,

To look at how your school will implement Single Status for all support staff in your school. This is why this package is so important.

1.0 BACKGROUND

- 1.1 Historically, manual staff (cooks, cleaners, lunchtime supervisors, etc) and APT&C staff have been on different terms and conditions. In 1997, the national (negotiators) agreed a new Green Book of terms and conditions which aimed to cover both groups of staff. Certain parts of the new document were expected to be mandatory and some were subject to local negotiation. The agreement also recognised that a new job evaluation system would be needed to assess job roles. Birmingham adopted the recommended national scheme and has job evaluated many thousands of different posts since 1997.
- 1.2 At the same time, the City Council has been consulting and negotiating with the Trade Unions on the proposed new terms and conditions. Unfortunately, it has not been possible to reach an agreement with the Trade Unions at present but both sides are continuing with negotiations.
- 1.3 These procedures do not apply to any members of staff employed on Teachers, Youth Workers or Soulbury conditions of service.
- 1.4 Staff working in schools but under centrally managed arrangements, such as most cooks, cleaners and bus escorts/guides, have been notified separately by the City Council of their new pay and contractual arrangements. However, a small number of schools employ their own cooks and cleaners directly and so the following school procedures will apply equally to them.
- 1.5 Schools have previously been asked to review any staff who are currently employed on a casual basis and issue permanent or temporary contracts as appropriate depending on their pattern of work and length of service. Where a member of staff is genuinely casual, then the school will still need to allocate them to a particular job title and grading. It is proposed to send a separate spreadsheet to schools detailing casuals in September 2009, so casuals will not be included in the assimilation spreadsheets issued in June 2009.

1.6 This strategic and procedural advice is offered to all schools. The Schools HR Service and the Pay and Grading Team will assist with specific queries arising from schools buying HR services and they will be offering individual advice direct to Headteachers and Governors. Schools not purchasing the City's HR service may wish to approach their own HR/Payroll service provider/s for further assistance. However, briefings and workshops will continue to be offered to all schools in Birmingham, regardless of where they purchase their HR service from. Whilst we can offer briefings and workshops the Authority cannot issue assimilation spreadsheets to those Schools who do not purchase our HR service.

2.0 **NEW CITY COUNCIL CONDITIONS OF SERVICE**

2.1 Section 2 looks at what the City Council has implemented for its own centrally managed staff. The City Council has agreed and implemented a number of important changes for centrally managed staff:

- A new seven grade pay structure
- A new incremental progression system is (currently being developed.)
- New enhanced annual leave arrangements
- Standardised 36½ hours for full-time employees or pro-rata
- Certain specific changes to additional allowances

2.2 **Pay structure**

The City Council has introduced a new 7 grade pay structure. The level of the points gained through job evaluation will determine on which pay band a post will be assimilated.

GR1	GR2	GR3	GR4	GR5	GR6	GR7
(up to 324pts)	(325-399pts)	(400-480pts)	(481-577pts)	(578-684pts)	(685-798pts)	(799pts plus)
	17626	23473	30546	38575	49324	65869
	16991	22730	29714	37665	47887	63308
*13724	16663	22001	28947	36838	46557	61293
*13442	16278	21306	28353	35953	45208	59341
*13048	15895	20652	27573	35079	43872	57461
*12650	15570	19998	26784	34207	42533	55645
*12355	*15312	19427	26016	33328	41204	53889
*12181	*14912	18937	25220	32475	40338	52199
*12016	*14306	18270	24402	31439	39460	50752

*Includes £21 Temporary Birmingham Excess Rate

For example, a post evaluated at 300 points will fall within GR1, 350 points within GR2, 450 points within GR3, etc. The range of points within each pay band is not set and this varies according to the grade.

2.3 Job Evaluation

2.3.1 Whilst many posts have been job evaluated through the National Job Evaluation Scheme, it has not been possible to separately job evaluate all posts. Where large populated jobs exist, a 'sample' of job holders has been evaluated to provide a 'benchmark'. Some posts have been compared to another post which has already been job evaluated which is referred to as 'matching'. Some staff have therefore been given a 'benchmark' grading. In the school context, we have evaluated a series of 'Generic' posts.

2.3.2 There are 3 different possible outcomes arising from job evaluation/assimilation:

- Staff who are job evaluated/assimilated onto a higher pay band will be placed at the bottom of their new pay band.
- Staff whose current salary falls within their new pay band will be assimilated over on the same point. Some staff will therefore have the potential for more increments because their new pay band extends beyond the top of their current scale. Equally other staff may lose the ability to progress to the top of their current scale as their new pay band may not cover the topmost points of their current scale.
- Where an employee may be assimilated onto a lower pay band the school can consider job redesign (see Appendix C attached) but if this is not appropriate, then the salary will be cash protected for the period of protection, after which, they will then be placed on the top point of their lower Pay Band. Protection is currently for three years from the effective implementation date of Single Status. Our payroll system will generate two figures that will appear on an employees payslip where protection is necessary. Employees will see their basic salary as the scale point they have been assimilated to under Single Status, protection will be shown as a separate amount which will top up an employees salary to the protected amount.

2.4 Incremental progression

A new incremental progression system has now been established. Employees will be entitled to up to 2 annual time served increments. Time served means automatic increments for those in service on 1 April. Following these increments, further progression will be possible, subject to performance management. These increments will be on 1 April 2009 and 1 April 2010 after which progression is subject to performance management.

2.5 Annual Leave Entitlement

Following adoption by Governing Bodies, new annual leave entitlements will be introduced with a common effective date of 1 April 2009. Also following adoption, any new contracts will include the new annual leave entitlements. Calculation of continuous service will only take place on 1 April each year.

Period of Continuous Service at 1 April	Basic Annual Leave Entitlement	Leave Entitlement (including 8 Bank holidays, 4 extra statutory, concessionary and days)
Up to 5 years	25 days	37 days
5 years	28 days	40 days
10 years plus	30 days	42 days

Leave will be on a pro rata basis for employees who work on a part time basis or term-time only basis.

3.0 SCHOOLS EMPLOYMENT POSITION

3.1 Section 3 looks at the employment position of staff in schools. Whilst the City Council remains the employer in legal terms for Community and Voluntary Controlled Schools, decisions on who to appoint, their rate of pay and hours of work are within the remit of the power of the Governing Body. It is therefore for the Governing Body to make recommendations regarding Single Status within their own schools, recognising the implications arising from equal pay and the Local Authority's guidance. The position does vary however between Community and Controlled schools and Aided and Foundation schools.

3.2 Community and Controlled Schools

Under law, these schools are required to use the Local Authority's pay and grading structure. However, there are very important decisions to be made:

- Which new pay band will apply to each post, including consideration of the relevant job overview,
- Where each member of staff will be assimilated onto the new pay band. Where no specific alternative decisions are made by Governors, normal assimilation arrangements will apply.

3.3 Aided, Foundation and Trust Schools

Aided, Foundation and Trust Schools have greater flexibility in employment powers. Governors could use alternative pay structures and terms and conditions. However, this would require detailed consultation with both individuals and local Trade Union representatives. As Governors in Aided, Foundation or Trust schools have traditionally adopted National and Local Authority pay and terms and conditions, this will be assumed unless Governors notify the Local Authority of different arrangements. Due to limitations with our current payroll system, it may not be possible in all cases to accommodate different pay structures. The Diocesan Authorities recommend that Aided Schools should normally follow the Local Authority terms and conditions. If Governors of Aided or Foundation Schools agree to continue to use the Local Authority's conditions of service, they will need to consider all the steps set out in the preceding paragraph. It is important to note that there is as much potential for in-school equal pay comparisons in Aided, Foundation and Trust schools as in Community or Controlled schools. So very clear and evidence based action is still necessary in these schools.

4.0 THE PROPOSED SCHOOL IMPLEMENTATION PROCESS

4.1 Section 4 looks at the proposed Single Status implementation process for school managed staff. Schools are now asked to follow and implement this process.

4.2 General Communications to Staff

- Once this document is received in school, the Headteacher should:
- Arrange to circulate the final agreed package to their school support staff.
 - Meet with the school support team to update them on general progress with single status. It is not appropriate to discuss any individual issues at this general meeting.

4.3 Approval by Full Governing Body

This package document should be forwarded to the Full Governing Body who will be asked to

- a) accept the package;
- b) agree in principle for new contracts of employment to be offered to support staff;
- c) that termination and re-engagement procedures should be used for staff who either refuse to accept the new contracts or do fail to accept the new contracts.
- d) agree to accept the outcomes of any future job evaluations undertaken by the City Council at the request of the Governors Appeals Committee.

To avoid prejudicing the outcome of any later Governors' Committee decision, it will not be appropriate to discuss the circumstances of any individual member of staff with Governors at this stage.

4.4 The Chair of Governors will be asked to sign and return a form with the Governing Body's decisions on the three issues shown.

4.5 Governors will understandably be very uneasy about using termination and reengagement procedures. Regrettably, we believe that they are unavoidable. Governors may feel tempted to postpone any decisions or even to reject the package. Unfortunately, this will leave the door open to continuing and further equal pay claims. Many hundreds of claims have been submitted so far and the no-win no fee solicitors and Trade Unions are likely to bring many more. Unless a new substantive contract of employment is implemented or employment is ended, then there is the potential for thousands of new equal pay claims for the next six years or part thereof. Equally, it has been suggested that Governors could agree that new contracts be offered to staff but without termination and reengagement procedures for staff refusing or failing to accept the new contracts. This approach would mean that these staff would retain their current conditions and pay. Unfortunately, this would mean that fairly simple equal pay claims could be made by either these staff claiming comparability with other assimilated staff within the school or other assimilated staff claiming comparability with these unchanged staff. The defence of such claims would be exceptionally difficult and

given the clear authority advice, it is likely that the Council may advise settlement of such claims and costs to be met by the school. Regrettably therefore schools are advised to agree termination and re-engagement procedures as the only available option to reduce their equal pay liability.

5.0 ASSIMILATION SPREADSHEET AND PRO-FORMAS

5.1 Section 5 looks at how support staff will be assimilated onto the new salary grading structure. The Local Authority has previously circulated a spreadsheet for each school showing staff for each school and a possible assimilation grading. There were a number of difficulties with the earlier spreadsheet due to problems with the current database and work has been on-going to try to overcome these technical difficulties. Some problems have been resolved but unfortunately some issues still remain which cannot be remedied until the new HR/Payroll system is implemented (planned for April 2010). A new spreadsheet has been, or is shortly to be, circulated to individual schools under confidential

cover. It is important to note that casual staff are being dealt with separately and will not be included on the new assimilation spreadsheet.

5.2 The spreadsheet has separate columns setting out the details for all staff:

- School
- Employee Name
- Personal Number
- Post Number
- Post Title
- Current Contract
- Continuous Local Government Service
- Effective Date of contractual changes since 1/4/08
- End Date of contractual changes since 1/4/08
- Contract Type
- Holiday Pay Retainer
- Current Grade/SCP
- Current Hours
- Current TTO Hours Per Week
- Current TTO Weeks Per Year
- Current Standard Hours
- Current FTE Salary
- Current Pro Rata Salary
- Recommended Grade/SCP
- Recommended TTO Hours Per Week
- Recommended TTO Weeks Per Year
- Recommended Standard Hours
- Recommended FTE Salary
- Recommended Pro Rata Salary
- FTE/AYR Annual Leave
- Protection Amount

You will see that, following requests from schools, we have added additional columns of information on the spreadsheets. Unfortunately, this now makes the spreadsheet very compressed and some Governors and Heads expressed difficulty with reading the very small print. We are therefore producing individual pro-formas, to accompany the spreadsheet, for each member of staff for all schools (purchasing BCC's HR service only).

The pro-formas show all the information on the spreadsheet but in a more easily readable form. We have also added additional fields as shown below for schools to complete so that we can provide fully comprehensive contracts of employment.

- If TTO not Indicated Enter Hours Per Week
- If TTO not Indicated Enter Weeks Per Year
- If Continuous Service Incorrect Enter Date
- Employee's home address, if incorrect please enter new address
- Employee home telephone number, if incorrect please enter new Tel no.
- Washing allowance
- First aid allowance
- Fire Marshall Allowance
- Language Allowance
- Shift Allowance
- SEN Allowance
- Responsibility Allowance 1
- Responsibility Allowance 2

5.3 Headteacher forms grading proposals

Upon receiving the Local Authority spreadsheet and individual pro-formas, the Headteacher should consider the impact of the new pay bands, the recommended grading and the effect on staff. The Headteacher should **share** their overall staffing structure proposals with any recognised Trade Union representatives (copy to City-wide representatives) and with the individual members of staff. Where there are groups of staff on the same grade, such as Lunchtime

Supervisors, Teaching Assistant Level 3's, etc, it is likely that these groups of staff can be seen together. However, during this meeting, staff should be offered the opportunity of an individual meeting if they wish. The Headteacher should seek their views and, if appropriate, amend the proposals. It will be important to ensure that contact is made with any support staff who are on maternity leave, long-term sickness or secondment so that they can be consulted on the proposed grading arrangements. As schools will need to confirm that they are prepared to accept the outcomes of any future separate job evaluations and as only appropriate governors committees are delegated to make such commitments, it is inappropriate at this stage to refer any jobs for a separate job evaluation.

5.4 Pay proposals submitted to Governors Personnel/Pay Committee

5.4.1 The Headteacher/Clerk to the Governors will arrange for the Personnel/Pay

Committee to consider their proposals and any representations from staff (both verbal and written). Individual members of staff should be given the opportunity to attend the Pay Committee, along with their Trade Union representatives. The arrangements for the Personnel/Pay Committee and any invites to staff will be dealt with at the school level. Where a number of staff want to attend the Governors Meetings, the Personnel/Pay Committee may need to meet on more than one occasion. Decisions on groups of staff undertaking the same duties should be made at the same meeting.

5.4.2 The Personnel/Pay Committee will need to decide:

- The grading for each support member of staff
- The generic job that has been used

Unless, informed differently, the Local Authority will apply its standard arrangements for where each support staff member will be assimilated, backdating to 1 April 2008 (if appropriate), protection arrangements and other terms and conditions.

Given the Governors' decisions on grading, where any member of staff does not accept a contract, the Local Authority will also apply its standard termination and re-engagement process unless the school informs the Local Authority differently.

5.4.3 The Personnel/Pay Committee will notify the CYP&F Pay and Grading Team (P>) of their decisions, using the pro-formas for individual members of staff. P> will then write letters for individual members of staff with the above information, notification of their right to appeal against the grading, an employment pack, and the offer of a new contract. These letters will be sent via the Headteacher.

5.4.4 Please do not hold back sending the individual pro-formas to the Pay and Grading team, even if someone notifies their intention to appeal. Appeals can continue after the offer letter has been sent. Some appeals may take some time, particularly if a post is referred for Job Evaluation. The grading that has been determined by the Personnel/Pay Committee will be applied by the Pay and Grading Team pending the outcome of any appeal.

5.4.5 It may be felt that the Local Authority's recommended grade is inappropriate. Schools will then have a number of options:

- A post may be referred for specific job evaluation or reference made to other generic (or benchmark) jobs. A list of alternative generic job overviews and respective grades is available later in this document. Where a higher graded job overview is chosen, it will be important that the member of staff actually then works to that job overview, and has a job description reflecting the types of duties, otherwise there will be the potential for equal pay claims.
- A post may be referred for specific job evaluation by the City Council. If this option is chosen the outcome of that evaluation must be implemented. At this stage, job evaluations

by the City Council are free. However, after 1 April 2010 a charge may be introduced.

- Schools may also feel that they may have a particular recruitment and retention difficulty. Potentially, it is feasible for a school to pay one employee at a higher rate than a similarly graded post if there are proven 'good reasons' for doing so. This could include where similar posts are being consistently advertised at a higher level. An additional 'Market Supplement' could therefore be paid over and above the substantive grade. However, this market supplement needs to be verifiable and regularly reviewed. The City Council has a market supplement policy and holds market data on a number of posts and schools are advised to consult this market data before considering market supplements. If a market supplement is introduced and then challenged via equal pay, it will be necessary to show there is strong and recent evidence to justify the payment. Failure to do so will leave the school, and potentially other schools, open to equal pay claims.

5.4.6 Offer letters and contracts will be sent directly to the Headteachers. Upon receipt the Headteacher will need to arrange distribution of the contracts as a matter of urgency. The employee has 4 weeks to respond by completing the acknowledgements which the school should collate and indicate responses received on the form included with the contracts.

All acknowledgements should be collated by the school and the form included with the contracts completed, indicating employees acceptance, decline or non return. The form should also indicate if the employee has appealed. This form together with the acknowledgements should be returned to the CYPF Pay and Grading Team within 5 weeks of the receipt of the contracts. This allows 20 days for the Employee to acknowledge the contract and 5 days for Schools to collate responses.

5.5 Appeals submitted (see Appendix D)

- Appeals against grading and dismissal and re-engagement decisions will be considered by a separate Governors' Appeals Committee.
- Again it may be necessary to have more than one Appeals Committee hearing dependent on the number of appeals received. Arrangements for the Appeals Committee including any invitations to staff and their representatives will be dealt with by the school.
- The Appeals Committee will need to consider whether to seek a separate job evaluation, particularly where it has been requested by the employee. Governors will need to be able to justify their decisions.
- Governors will need to pay particular attention to minimising their risk of Equal Pay claims.

5.6 Confirmation sent to HR provider

The Appeals Committee will notify the Pay & Grading Team of their final decisions. P> will then write letters to the individual members of staff with the above decision.

The decisions of the Appeals Committee will be final. The Pay & Grading Team will arrange for pay to be adjusted as appropriate to the instruction.

It may be that some staff have left their positions in the period between the effective date of implementation (April 2008) and the time when Single Status is actually implemented in your school. In this case, should a member of staff who has an entitlement to backpay wish to claim backpay to the effective date, they must put that claim in writing to the school at which they were employed during the period for which they are making the claim. The school will need to authorise the claim and then forward any approved claim with relevant backdated details from the spreadsheet/pro-forma to the **Payroll Support Officer, Pay & Grading Team, 4th Floor, 38-50 Orphanage Road, Erdington, B24 9HW.**

5.7 What choices are open to our school?

- To accept the recommended grade. This may mean someone's salary will either be less than their current salary level, more than their current level or remain the same.
- Not accept the recommended grades. This will mean Governors will choose which grade staff will assimilate to (possibly applying a more appropriate generic job overview) but will need to be very clear about the rationale for the decisions. Without strong evidence to substantiate the decisions, equal pay claims could follow.
- Accept some of the recommended grades and not others. Governors may choose to accept the recommended grades where this would not mean a loss in salary and determine a different grade from the recommended one to ensure no loss of salary. However, it will be important to be able to evidence any variations from the recommended grading so that they can be justified if there are later challenges. Putting posts forward for Job Evaluation under the City Council's process will be substantive evidence.

6.0 **PAY PROGRESSION/ PERFORMANCE MANAGEMENT OF SUPPORT STAFF IN SCHOOLS**

Discussions are continuing corporately around a contribution assessment/performance management framework. Further details will be provided to schools when these discussions are completed. It is hoped to devise the pay progression framework for school based staff by 2010. This will need to be in accordance with the Workforce Monitoring Agreement Group (WMAG) advice. It is therefore advisable that schools adopt the proposed Pay Bands with the recommended maximum 2 annual increments and await the new model scheme. Schools will then need to consider in early 2010, whether they wish to adopt the Authority's model scheme for school support staff. Any further progression up the pay spine from April 2011 will be dependent on the outcome of the review of the employee's competency level.

7.0 **WHAT WILL BE THE POTENTIAL CONSEQUENCES AND WHAT SHOULD WE BE AWARE OF?**

7.1 Where staff lose money it is probable that they will be hurt, upset, demotivated and feel undervalued. They are likely to appeal and where the appeal is unsuccessful, experience the above emotions to a greater degree.

7.2 When determining which course of action to take, Governors will need to ensure their decision making process is clear and they don't leave themselves open to accusations of bias towards or against particular employees. They will also need to bear in mind that the decisions they make should not place them vulnerable to in-school equal pay claims, i.e. jobs of similar value, following job evaluation, being undertaken by employees of different grades.

7.3 The new grades have more incremental spine points than existing grades and theoretically anyone placed on a point lower than the top of the grade has the opportunity potentially to progress to the top. However, progression after the first two increments will need to be tightly managed. Otherwise, there could be significant financial consequences for the future.

7.4 Both the changes to conditions of service on annual leave and the working week may lead to increases in pay, particularly for term-time only staff. Whilst not very significant on an individual basis, collectively the financial effects will need to be considered

8.0 EQUAL PAY IMPLICATIONS

Some staff may be unhappy with the Local Authority's proposed grading. Personnel/Pay Committees may therefore wish to consider an alternative grading. They could just decide to use a different, higher pay band, supported by appropriate evidence. However, schools need to be mindful of the Equal Pay consequences. If a school decides to use a higher grade for one employee but another employee (of the opposite gender) has the same value then potentially the second employee could bring an equal value claim at an employment tribunal. If successful, the Employment Tribunal could order that the second employee's salary be brought up to the level of the first employee and could order back pay for up to six years. Clearly once one claim is made, this could encourage other claims and it is therefore preferable to seek to avoid any inequalities in the first place. Decisions made by your school may ultimately cause equal pay difficulties in other schools so Governors and Heads will need to make sure that all their decisions are justifiable, evidence based and fair.

9.0 NEW NATIONAL NEGOTIATING BODY

The Government has expressed concerns about the current negotiating arrangements for school support staff. A new shadow negotiating body was created in September 2008 and it is expected to be formalised in legislation soon. Its precise remit and powers are unclear at this stage but it may well be looking to set national conditions of service, but perhaps leaving pay to be determined at the local level. Unfortunately, given the pressing nature of equal pay claims, we are advised not to await the outcome of the new national arrangements. We have been advised that they will not be changing terms and conditions until after April 2010 at the earliest.

10.0 GENERIC GRADES

- 10.1 The Authority has job evaluated over 411 different school posts. In some instances, the posts tend to be very specific to particular schools and the way that the duties are carried out. It is therefore not appropriate to show all 411 separate posts and gradings. However, there are some posts that could have a broad application in many schools. We have collated these 'generic' posts and these and the associated grades are shown below.
- 10.2 If a school cannot find an appropriate post and grading, they may wish to consult with Schools HR. Heads and Governors should call (675 8080 Option 1) or Email SchoolSingleStatus@birmingham.gov.uk who may be able to find a more appropriate post and associated grading.
- 10.3 We have also received a number of queries about the job evaluation factor levels for different generic grades. Most are attached in Appendix K. Care must be taken on how to interpret the job evaluation factors. It is not sufficient to choose a series of job evaluation factor scores; they must be the outcome of a detailed analysis of roles and duties assessed through a lengthy (32 page) job evaluation questionnaire or interview.
- 10.4 We have also attached some example job descriptions in Appendix L. Due to time constraints, it has not been possible to agree these with the Trade Unions. The job descriptions are therefore a collection that have been gathered from schools and are not recommendations nor exemplars. They will be of particular use if a school is creating a new post but will need to be adapted to fit with the each school's individual circumstances, phase, sector and accompanying staffing structures. Appropriate consultations should be held with individual postholders and Trade Unions where existing job descriptions are to be amended.
- 10.5 We hope that the list of generic posts and associated gradings are helpful for Headteachers and Governors in determining appropriate designations and gradings. The associated job overviews and scores try to show in a transparent way how the gradings have been arrived at.
- 10.6 Explanations of how Teaching Assistants, Lunchtime Supervisors, HLTAs and other specific groups are affected by these recommendations are set out in the appendices.

SCHOOL SINGLE STATUS – GENERIC POST TITLE RECOMMENDATIONS JUNE 2009

Section	Generic Post Title	Recommended Grade
Finance	<u>Finance Assistant</u> <u>Finance Officer</u> <u>Financial Administrator</u> <u>Bursar</u> <u>School Business Manager</u> Strategic Business Manager	GR2 GR3 GR3 GR4 GR5 GR6
General Administration	<u>School Clerical Assistant</u> <u>Administration Assistant</u> <u>Receptionist</u> <u>School Secretary</u> <u>Senior School Secretary</u> <u>Office Manager</u> <u>Personal Assistant to Head Teacher</u> School Administrator	GR2 GR2 GR2 GR2 GR3 GR3 GR3 GR3
Buildings	<u>Grounds Maintenance Person</u> <u>Assistant Building Services Supervisor</u> (previously Shift Supervisor) <u>Building Services Supervisor</u> <u>Building Services Manager</u> Site Manager	GR2 GR2 GR2 GR3 GR4
Library	<u>Library Assistant</u> <u>Librarian</u> <u>Senior Librarian</u> Learning Resource Manager	GR1 GR2 GR3 GR3
Learning Mentors*	<u>Assistant Learning Mentor</u> <u>Attendance/Admissions Clerk</u> <u>Learning Mentor</u> <u>Development Officer Attendance</u> Senior Learning Mentor	GR2 GR2 GR3 GR4 GR4
Exams	<u>Examinations Assistant</u> <u>Examinations Officer</u> Student Data and Exam Manager	GR2 GR3 GR3
Technicians	<u>PE Technician</u> <u>Food (Home Economics Assistant)</u> <u>Technician</u> <u>ICT</u> <u>Laboratory (inc Science)</u> <u>DT Technician</u> Senior Technician	GR1 GR1 GR2 GR2 GR2 GR2 GR3

Lunchtime Supervision	<u>Lunchtime Supervisor</u>	GR2
	<u>Senior Lunchtime Supervisor</u>	GR2
	<u>Lunchtime Team Manager</u>	GR2

Section	Generic Post Title	Recommended Grade
TA/HLTA	<u>Teaching Assistant Level 2</u> <u>Teaching Assistant Level 3</u> <u>Higher Level Teaching Assistant</u> <u>Cover Supervisor</u>	GR2 GR3 GR4 Progression beyond SCP 33 subject to school pay progression scheme GR3
Nurse	<u>School Nurse</u>	GR4
Sports	<u>Sports Coach</u> <u>Sports Instructor</u>	GR2 GR3
Pastoral	<u>Home School Link Worker</u> <u>Pastoral Support Officer</u> <u>Community Project Coordinator</u> <u>Work Related Advisor</u> <u>Pastoral Assistant</u> <u>Raising Achievement Assistant</u> <u>Inclusion Manager</u> <u>Pastoral Manager</u> <u>Pastoral Year Head/Achievement Coordinator</u>	GR2 GR2 GR3 GR3 GR3 GR3 GR3 GR4 GR4 GR5
DSD/Option 5	<u>General Assistant</u> <u>Cleaner</u> <u>Cook</u> <u>Catering Supervisor</u> ** <u>Senior Catering Supervisor</u> ** <u>Catering Manager</u>	GR1 GR1 GR2 GR3 GR4 GR4
Nursery/ Day Care	(Nursery Officers – see Teaching Assistants) <u>Children's Centre Development Worker</u> <u>Senior Nursery Officer</u> <u>Nursery Manager</u>	GR3 GR3 GR4

I.T	<u>Senior IT Support Officer</u> <u>ICT Network Manager</u> <u>Information Systems Manager</u> <u>ICT Operations Manager</u>	GR3 GR3 GR3 GR4
Play	<u>Play Worker</u> <u>Play Co-ordinator</u> <u>Senior Play Worker</u> <u>Before & After Club Manager</u>	GR1 GR2 GR2 GR3

Section	Generic Post Title	Recommended Grade
Residential Schools	<u>Residential School Cook</u> <u>Residential School Assistant Cook</u> <u>Domestic Bursar</u> <u>Residential School Unqualified Care Worker</u> <u>Residential Schools Qualified Care Worker</u> <u>Residential Schools Senior Care Worker</u> <u>Residential Schools Team Leader</u> <u>Residential Schools Senior Team Leader</u> <u>Mobility Officer</u> <u>Residential Schools Care Coordinator</u> <u>Residential Schools Principal Care Coordinator</u> <u>Residential School Care Manager</u> <u>Residential School Principal Care Manager</u>	GR2 GR2 GR3 GR2 GR3 GR3 GR4 GR4 GR4 GR5 GR5 GR6 GR6
Personnel/HR	<u>Human Resources Manager</u>	GR4
Parent Partnership	<u>Parent Partnership Worker</u> <u>Parent Support Advisor</u>	GR1 GR3

Posts with '**Senior**' in the title normally have increased supervisory responsibilities for employees and have higher knowledge requirements.

The grading of the generic Learning Mentor group of posts are being reviewed. An update will be provided if there is any change to recommended grading.

Senior Catering Supervisor (A) where revenue is £150,000+.

Catering Supervisor (B) where revenue is under £150,000

11.0 JOB REDESIGN

Headteachers and Governors may find that some school based staff receive a pay reduction; if this is found to be the case then some schools may choose to look at job redesign. This is a process which allows staff to retain their current rate of pay by enhancing the level of duties they undertake. If job redesign occurs then it is essential that there is a business reason for the change and a detailed job description and title is available. Job Evaluation Questionnaires will need to be completed. Alternatively, some schools may consider negotiating with the individuals a move to an alternative generic job and working to the associated Job Overview and duties. Further advice is available from Schools HR or Pay & Grading at the schools request.

12.0 REDEPLOYMENT SCHEME IN SCHOOLS

- 12.1 Although there is a corporate redeployment scheme, it does not apply to schools. Under local management, schools are empowered to employ their own staff and cannot be forced to take on redeployed staff without their consent. In recognition of the need to meet the legal obligation to avoid redundancy and secure continuity of employment wherever possible, and following consultations with recognised support and teaching unions, a scheme has been created which seeks participation from schools with redeploying staff.
- 12.2 The scheme is essentially voluntary, based on an initial, mutually agreed secondment with a view to permanent redeployment and an expectation that any school participating in the scheme would consider an employee available for such a secondment. The secondments have to be agreed between the individual and the school.
- 12.3 The aim of the scheme is to facilitate continuity of employment at a time of falling school rolls, to retain staff and maintain their confidence and morale. Its purpose is to find alternative jobs for support staff from schools as an alternative to redundancy and premature retirement.
- 12.4 There are also occasions when the redeployment scheme is not appropriate and employees may be relocated (such as the closure of a school). The City Council will support and advise schools and staff in such cases.

13.0 TRANSFER FROM WEEKLY TO MONTHLY PAY

It is recommended that any employees currently paid on a weekly basis will transfer to monthly pay as part of implementation of the new package. From 1 September 2009, all new starters will be monthly paid. Once a school has accepted the package, any staff with both monthly and weekly paid employments will be moved over to their monthly payroll only on a phased basis between February 2010 and May 2010 all weekly pay will be incorporated into their monthly pay.

14.0 ADDITIONAL ALLOWANCES

The following is not a definitive list of allowances. If any of these duties are carried out by school based staff then they should receive an allowance accordingly.

14.1 Laundry/ Washing Allowances

There is a local set of rates for the laundering of school and sports items (a washing account claim form is available on request). However these rates are for work undertaken outside of the working day. If the work is carried out during the working day then no allowance is payable. However, sufficient time must be allowed and paid for during the working day for the laundering work to take place.

14.2 Meals, Abatement, Deduction and Emolument

14.2.1 There is currently a deduction of 0.583p per week for staff who get a free meal. This deduction shall cease when this package is introduced. Therefore, from the date of the new contracts, there will be no entitlement to a free lunch for Lunchtime Supervisory Staff.

14.2.2 If a school wishes to continue to provide a free meal, they should be aware of the potential for claims of unequal treatment. Direct Services will be entitled to charge a school if it wishes to continue free lunches. At present the employer, in recognition of the free meal, also pays an emolument to the pension scheme. Currently this is £3.07 per week. This emolument will continue to be payable if a free meal is continued.

14.2.3 Some Teaching Assistants in nursery and key stage one settings work part of the lunchtime supervision as part of their 32.5 hours. They should still be given a minimum of half-hour to take their lunchtime break. However, if on occasion they are not able to take a lunch break during the lunchtime period, they should be given a free meal at a later point.

14.2.4 Other Teaching Assistants should not be asked to cover the lunchtime supervision period. Duties should be in accordance with their agreed job description.

14.3 Call Out/Return to Work Non-Residential

To qualify for this payment a shift worker must have completed a shift and left his/her place of work and been recalled to work or have been notified before completing a shift to return to work not less than 2 hours after the completion of the shift.

Where the recall to work is at a time which is more than 3 hours before the commencement of the next shift, payment shall be as follows:

- Return to work and required for less than 2 hours - A minimum payment as for 2 hours at the rate of time and a half or the rate appropriate to the day and time, whichever is greater.

- Time worked up to and including 3 hours - time and a half or the rate appropriate to the day and time whichever is greater.
- Time worked in excess of 3 hours - double time for hours worked in excess of 3 hours up to normal commencing time.
- Return to work on a second or third occasion during the same period - time and a half or the rate appropriate to the day and time, whichever is greater, for the time worked, subject to the total payment for the hours actually worked on the several recalls to work being not less than the amount which would have accrued if the recall had been for the same number of hours on a single occasion (i.e. 3 hours or more).
- Work after midnight - double time for all time worked up to normal commencing time of the next normal day shift subject to the minimum payment outlined above.

Where the return to work is 3 hours or less before the commencement of the employee's next shift, a shift worker shall be paid time and a half or the rate appropriate to the date and time, whichever is greater, for the hours worked and plain time in respect of any period between the finish of the work and commencing time of the next shift. This is known as "deemed time".

Where travel time is incurred for a call out, this will count towards working time.

14.4 Residential Payments and Overtime

Overtime payments will be payable for Caretaking/Building Services Supervisors/Building Services Manager called out to attend work.

Building Services Supervisor's/Managers accommodation

The current arrangements in place for service accommodation outlines the requirement for the better performance of their duties therefore there are no plans to change these arrangements at present.

The Building Services Supervisors/Managers in Schools, who have what is called tied accommodation, have a house provided to them for the performance of their duties so they do not pay rent. The situation regarding tied accommodation remains unchanged, they do not pay rent where the house is provided with the job.

14.4 Key Holding Payments

If a member of staff is 'Called-out' while Key Holding (eg alarm goes off) - normal overtime payment arrangements will apply (i.e. if working for less than 36.5, then plain time until 37 hours and any hours over will be at time and half; Monday to Saturday and double time if on a Sunday).

If a Caretaker/BSS/BSM or other member of staff is holding keys for a School other than their own then they are to be paid an additional 1¼ hours per day (max SCP 28 – top of GR3). If a person voluntarily agrees to hold keys then management do not wish to interfere with such arrangements.

14.6 Shift working

Shift payments are not widely used in schools, however, they are common in some centrally managed services. The current grades of some school staff may be inclusive of shift working arrangements. It is felt that generally, it is better to pay the correct grade for the job and then any shift allowances in addition. Where inclusive grades are currently used, then schools may wish to consider transferring staff to the new grades and then adding shift pay on top. The City Council's current shift pay allowances are set out below:

- 14.6.1. **Alternating shifts:** allowance is paid where:
- the total period covered by the shifts is 11 hours or more;
 - there are at least four hours between the starting time of the earliest and latest shifts; and
 - The number of normal office hours shifts does not exceed one half of the total number of shifts in the rota i.e. one shift in two.

The following allowances are payable where two shifts on a rota basis not including a night shift are worked over 4,5 or 6 days a week:

- Where the total period covered by the two shifts is between 11 and 14 hours - 12.5% of salary
- Where the total period covered by the two shifts is more than 14 hours 14% of salary.

- 14.6.2. **Rotating shift:** allowance is payable where the total period covered by the shift is 18 hours or more and at least four hours are worked between 8.00pm and 6.00am.

The following allowances are payable:

- Three shifts on a rota basis including a night shift over 5 or 6 days a week - 17% salary.

- Three shifts on a rota basis including a night shift over 7 days a week - 20% salary.

These allowances are paid in addition to weekend working enhancements, either through current local agreements or paragraph 2 of this document.

14.7 Night working

Employees who are required to work during the night (8.00pm - 6.00am) as part of their normal working week will receive an enhancement of time and a third for all hours worked between 8.00pm and 6.00am.

This is not payable to employees when working irregular hours or employed on shift work as other enhancements apply.

Where different local arrangements are already in place then the 8pm to 6am can be subject to limited adjustment in hours by local agreement.

14.8 School Day Trips

The City Council recommends that if a member of staff is required to attend a school trip and it takes them beyond their contracted hours then they should be given time off in lieu or appropriate overtime enhancements. Where staff attendance is on a voluntary basis time off in lieu or overtime enhancements are not necessary.

14.9 First Aid/Fire Marshal Duty

The annual payment is increased to £120 for employees who undergo the necessary training and will undertake first aid duties at work as needed. Fire Marshals, who have the required Fire Marshal Training Certificate, are also to be paid for their responsibility at a similar rate to First Aiders. The rate is £120 per annum. Where a member of staff is carrying out both duties, they will be entitled to both payments.

Where a member of staff has been specifically recruited to carry out First Aid duties and it is in their Job Description then this becomes part of their contract and no additional First Aid allowance is payable. The responsibility for providing a First Aid service can only be relinquished with joint agreement. It is the responsibility of the school to ensure that the person is appropriately trained and holds a current valid certificate/training. Schools will need to ensure that they have carried out an appropriate risk assessment in line with Health and Safety advice.

14.10 Language Allowance

Employees who have language skills which are of a demonstrable benefit to their current job roles, but which are not a requirement of their current job role, shall receive an allowance of £1200 per annum (FT/AYR) to reflect the use of their skills. For a part-time/TTO member of staff, the payment will be pro-rata. See Appendix A for more details.

14.11 Shift Supervisors 'Bonus'/ Additional Payment (including Assistants and Seniors).

A small number of shift supervisors currently receive a historical payment referred to as 'bonus' on their payslips. The justification for continuing this payment cannot currently be established. As a result, when assimilating these staff onto the new pay bands, the current Shift Supervisors' additional payment should be recognised for assimilation. This payment should cease when staff are transferred onto the new pay bands. There will be no payroll facility to continue to make this payment alongside the new pay bands. In some cases, however, some former shift supervisors may be working on a shift pattern and schools are advised to consult the shift pay allowance section (14.6) to assess eligibility.

14.11 Honoraria, Acting Ups and Stand-ins.

Schools are asked to apply the new rates of honoraria. In allocating honoraria, acting up and stand-in payments, please refer to the good recruitment toolkit. Please see appendix B for details on the honoraria, acting ups and stand-in scheme.

14.12 Technicians Qualification Payments

Technician Allowances will be discontinued. However, they should be considered when assimilating Technicians onto the new GR grades. Schools should consider appointing staff who hold the qualification onto the next SCP (where available). Also Headteachers, when appointing new staff, may want to consider existing qualifications in determining which appropriate spinal column point to use. In recognition of the qualification an extra increment should be paid.

14.13 Responsibility Allowances for Teaching Assistants

Teaching Assistants on all-year round and term-time only contracts currently receive different payments even though they are working the same hours and weeks. The payment will henceforth be levelled up for all Teaching Assistants as part of the transfer to term-time only working. Please see appendix F for details.

14.14 SEN Allowances in Special Schools

Teaching Assistants in Special Schools and Units will continue to receive the SEN Allowance. Teaching Assistants in mainstream schools are not eligible for this allowance, but other responsibility allowances are available in specific circumstances. Due to the unequal payments between pre and post 2004 staff receiving SEN Allowances, the SEN Allowance will now be levelled up as part of these changes. Please see Appendix F for further details.

15.0 CASUALS + SESSIONALS (ASSIMILATION SPREADSHEETS TO BE SENT TO SCHOOLS IN SEPTEMBER 2009).

Schools should check whether their current casuals are actually genuinely casuals. For instance, if a casual member of staff has been working in the school for several months on a regular pattern of work, then the person should be employed on a temporary or permanent basis rather on a casual basis. Advice can be sought from the schools Pay and Grading Team or Schools HR.

16.0 INCREMENTS

Some support staff will be at the top of their current scale and may be assimilated to a grade with additional 'headroom' or increments available for progression. For instance most pre-2004 Teaching Assistants will be at the top of their old scales. As Schools Single Status is being implemented Summer/Autumn 2009, but backdated to 1 April 2008, then whilst these staff will not gain an increment from 1 April 2008 (when they are assimilated onto their new grades), they will, if they have headroom, be able to progress by one increment on 1 April 2009. Further increments will be due (where not at the top of the grade) on 1 April 2010.

17.0 SALARY PROTECTIONS

17.1 As posts have now been subject to a form of job evaluation, all *previous* protections on salary will cease, apart from medical redeployment protection.

17.2 New Protections on Salaries

If an employee experiences a loss in basic salary as a result of the introduction of the new pay structure, the basic salary will be protected for up to 3 years from 1 April 2008 and protection will finish on 31 March 2011. This will be done by freezing basic pay therefore any cost of living increases and annual increments, not already awarded, will not be paid during this period.

Employees will continue to earn the same basic salary as now for up to 3 years or until the new salary catches up with the employee's former salary through annual pay awards within the three year time scale.

17.3 Pensions and Salary Protection

17.3.1 If the employee is a member of the Local Government Pension Scheme and their pay is reduced or restricted after the 1st April 2008, there are rules to protect the value of the pay used to calculate the pension benefits for up to ten years.

17.3.2 An employee can choose to have their pension based on either:-

- The best pay earned in one of the last three years up to the date of leaving.
- The average of the best three consecutive years' pay falling within the 10 year period before leaving.

17.3.3 If we use one of the last three years, the pay always ends on the anniversary of the date you actually leave. However, if we use a three year average pay from within the last 10 years of Scheme membership, the pay years will always end on the 31st March each year. If we use a pay figure from an earlier year, it will be adjusted in step with inflation to bring it up to date. More detailed information and advice is available from the Pensions office.

17.3 Medical Redeployment

The existing scheme for protections of some pay for employees medically redeployed will continue.

18.0 TERM TIME ONLY AND POTENTIAL EFFECTS

18.1 This package is designed around the principle that all staff working term-time only should be paid on a term-time only basis and all-year round staff will be paid all-year.

Staff currently paid on an all-year round basis but working term-time only, will move to term-time only pay but their pay will be split over 12 equal monthly payments. Most staff will still gain from the new salary package. This section tries to clarify some of these arrangements.

18.2 Term time only appointments are for staff who work their contractual hours each week of the school terms and do not work in the school holidays but are paid throughout the year. How much they are paid is worked out by multiplying the number of hours they work each week by the total number of weeks per year they are to receive payment for (the 39 term weeks plus a pro-rata annual leave and public holiday entitlement) and then dividing the total by the number of months in the year to give 12 equal monthly payments. This also determines how many hours per week are to be paid across the year. It will always be less than the number of hours worked during term time.

18.3 For example : Someone who works 36.5 hours per week in term time

a). Staff with less than 5 years service = 25 days annual leave

39 school weeks per year + 5 weeks annual leave + 2.4 weeks bank holiday/
concessionary days = 46.4 weeks

Total 7.4 weeks leave ÷ 52.142 weeks per year x 46.4 weeks = 6.59 weeks
leave

6.59 weeks leave + 39 school weeks = 45.59 payable weeks

36.5 hours x 45.59 weeks ÷ 52.142 weeks per year = 31.91 hours per week
(31.91 hours = 31 hours 54 minutes)

Therefore you work 36.5 hours per week for 39 weeks and are paid for 31.91
hours per week each of the 52 weeks in the year.

b). Staff with 5-10 years service = 28 days annual leave

39 school weeks per year + 5.6 weeks annual leave + 2.4 weeks bank holiday/
concessionary days = 47 weeks

Total 8 weeks leave ÷ 52.14 weeks per year x 47 weeks = 7.21 weeks leave
per year

7.21 weeks leave + 39 school weeks = 46.21 payable weeks

36.5 hours x 46.21 weeks ÷ 52.14 weeks per year = 32.35 hours per week
(32.35 hours = 32 hours 21 minutes)

Therefore you work 36.5 hours per week for 39 weeks and are paid for 32.35
hours per week each of the 52 weeks in the year.

- c). Staff with more than 10 years service = 30 days annual leave 39 school weeks per year + 6 weeks annual leave + 2.4 weeks bank holidays/ concessionary days = 47.4 weeks

Total 8.4 weeks leave ÷ 52.142 weeks per year x 47.4 weeks = 7.636 weeks leave per year

7.636 weeks leave + 39 school weeks = 46.64 payable weeks

36.5 hours x 46.64 weeks ÷ 52.14 weeks per year = 32.65 hours per week
(32.65 hours = 32 hours 39 minutes)

Therefore you work 36.5 hours per week for 39 weeks and are paid for 32.65 hours per week each of the 52 weeks in the year.

18.4 Why Term Time Only?

Term time only appointments are designed to allow a degree of flexibility of working hours for part-time staff during term time and who are paid 12 equal monthly payments. There is concern that if a member of staff is paid all-yearround for only working school terms, then other staff working either within the school or elsewhere could bring equal pay claims, claiming additional pay for working all year round. It will be very difficult to defend such claims.

18.5 Non-Standard Term-Time Arrangements

Some staff work some extra days over and above the school year. This is particularly the case for some administrative staff who may do an extra few days at the beginning and end of the school year. If these working arrangements are fixed then they should be added to the contract and the Term-Time only payable weeks formula above can be increased accordingly.

18.6 Training Days

Five training days are built into most Term-Time only contracts and can therefore be expected to be worked by almost all school staff. Where training is not required, most staff can be asked to undertake other duties. This may be impractical for Lunchtime Supervisory staff as the pupils are not in attendance and they are only in school for a small number of hours. It may be possible, with lunchtime supervisors' agreement, to amalgamate the hours to form a full day's training on behaviour management, play development, emergency aid, etc. Training days can be an important aid in building staff cohesion and skills.

18.7 Overtime and Additional Hours

If additional work is required during school closure it may be paid as an additional payment, usually at plain rate. Only hours worked above 37 hours in a week are paid at overtime rates or taken as time off in lieu at a later point.

18.8 Pro-rata Annual Leave Entitlement

Many school managed staff work school term only. They therefore have a notional annual leave and bank holiday entitlement. This is incorporated into their salary.

18.9 Protection on Pay where Annual Leave is incorporated

Some long-service support staff (apart from Teaching Assistants) currently do not have pro-rata leave. They currently have a full-year entitlement even though they are only working part-year. As we have to introduce pro-rata leave for all termtime only staff to avoid equal pay claims, these staff may find that their leave is reduced by the new pro-rata arrangements. As leave is incorporated into their pay, this could be reduced. If their new basic pay falls below their current pay following the introduction of the pro-rata leave, these staff will need to have their pay protected as set out above. The protection only applies where the basic pay is reduced. So if a person has an increased grade, this might overtake the reduction in protected annual leave pay.

18.10 Some staff may also be working TTO or part time but get paid AYR or full-time, sometimes with the agreement of the school. This practice is challengeable by Audit and other staff and could lead to equal pay claims. This practice is strongly discouraged. The Authority will not defend any such arrangements.

19.0 CLEANERS/CATERING STAFF

Some schools have opted to employ catering and or cleaning staff direct. These are called Option 5 staff. The Authority's advice for its Direct Service Division's own staff generally applies to Option 5 staff.

20.0 GENERAL ASSISTANTS

There are a number of General Assistant's posts which exist within schools, this can cause uncertainty when determining the grade the employee should be set at. It is, therefore, the responsibility of the Headteacher to decide what specific role these posts undertake as in some cases they are dual roles and operate under one contract. A definition needs to be made whether the employee is a Lunchtime Supervisor, a Teaching Assistant, a 'Before & After Schools Club Worker' etc, before the correct level of remuneration for the post can be determined. It may be necessary to issue a contract on each role.

21.0 CLERKS TO GOVERNING BODIES

It should be recognised that some Bursars and school admin staff have a dual role to also act as a clerk to the Governors and/or Pay Committees. It will be necessary, when considering their own individual pay that the clerks should be allowed to step outside during this consideration. They should not be present when their own pay is being deliberated. It may therefore be sometimes appropriate for another Governor or Clerk to minute this particular item.

22.0 EQUALITY IMPACT ASSESSMENT

It will be important to carry out an Equality Impact Assessment (EIA) on the package. This will include an assessment of how different groups of staff will be affected. An Equality Impact Assessment will be carried out before implementation and, as schools may implement the new package slightly differently from what is expected, another Assessment will be carried out after implementation.

23.0 CONCLUSION

Advice will continue to be offered at a strategic level for all schools and at an individual school level for schools purchasing the Schools HR Service. It is vital that Governing Bodies realise the financial impact of Single Status and make the necessary plans in preparation. It is also important that schools protect themselves against equal pay claims and so it is strongly advised that the steps set out in this document are followed. The City Council will continue to negotiate with Trade Unions and attempt to reach a mutual agreement regarding issues that are yet to be resolved. Your cooperation and assistance in the implementation of Single Status is greatly appreciated.

APPENDIX A

LANGUAGE SKILLS ALLOWANCE PAYMENTS IN SCHOOLS

WHAT ARE LANGUAGE SKILLS ALLOWANCE PAYMENTS?

A **temporary** payment made when an employee uses relevant language skills that they are not required to use as part of their normal job role but clearly provide demonstrable benefits to the provision of services.

Where the use of language skills is a requirement of a job, this will have been weighted within the JE score for the role.

Any payment is non-contractual and therefore is not pensionable.

REASONS WHY LANGUAGE SKILLS MAY BE USED OUTSIDE OF A NORMAL JOB ROLE

- To help with understanding the substance of a simple written document.
- To help with understanding the substance of simple written correspondence and writing a simple response.
- Provision of information and verbal support to individuals which could include visitors and/or the citizens of Birmingham.

CRITERIA

- Employees cannot receive the allowance payment until they have **either** been assessed by the Brasshouse Language Centre to ensure they meet the level of competency as described at Level 2 of the National Language Standards level

descriptors, **or** they currently possess a relevant language qualification equivalent to a minimum of GCSE Grade A* - C.

- Language skills must be used on a regular monthly basis to qualify for the allowance payment.
- Any payment must be approved by a Headteacher or other officer at GR6 or higher with direct managerial responsibility for the employee to whom the language allowance relates. Without this authorisation, the payment cannot be processed by Schools HR.
- Headteachers must satisfy themselves of the need for such skills and the frequency of usage before nominating individuals for assessment and payment.
- When considering a language allowance payment, Headteachers should be mindful of the City Council's equal opportunities policy.
- Language allowances are **not transferable** upon changing post.
- Language allowance payments **can be removed with 4 weeks' notice**.
- Language allowance payments will be reviewed after a two year period (if the employee still remains in the job they were in when payment of the allowance commenced).

REQUIRED LEVEL OF COMPETENCY

The National Language Standards outline five levels of competency covering the areas of speaking, listening, reading and writing.

Levels 3 to 5 are most likely to apply to those staff who **do** require the use of language skills in their job.

Level 2 (equivalent to GCSE Grade A* - C) would need to be the minimum level of competency required to attract a language allowance payment. The level 2 criteria is as follows:-

- Can understand and use routine language in everyday work contexts.
- Can understand and use routine vocabulary and sentence structure delivered at normal speed.
- Can recognise less familiar elements of language and find alternative ways of expression.
- Can read routine correspondence and non-complex documentation.
- Can respond to routine written correspondence.

COMPETENCY ASSESSMENT

The Brasshouse Language Centre is currently used for assessment purposes by service areas within Housing, CYP&F and Development and Culture Directorates. The Centre charges £40 for an assessment, but the rate is reduced for groups of 10 or more. Any referrals for assessment must be through a Headteacher or other officer at Grade 6 or higher with direct managerial responsibility for the employee to whom the language allowance relates. Individual employees must not contact the Centre with a view to qualifying for a payment.

The contact for Headteachers and other officers at GR6 and above to use at the Brasshouse Language Centre to discuss an assessment is Marie Pringle on 0121 303 1639.

LANGUAGE ALLOWANCE PAYMENTS

- A fixed annual sum of £1,200 will be paid at the same frequency as basic pay.
- Payment will be on a pro-rata basis for part-time workers.

PROCESS FOR INSTIGATING LANGUAGE ALLOWANCE PAYMENTS

- Notifications of language allowance payments will need to be made by completing the **Language Allowance Payment Notification Form**. Copies of assessment evidence and relevant language qualification certificates must be attached to the form.
- Completed forms should be forwarded to Schools HR for processing. Whereupon, the employee will be written to confirming the start date, the two year review date and that the allowance is not transferable.

USE OF BRAILLE OR SIGNING

The use of Braille or Sign Language can in certain circumstances be required as part of the basic job. Equally, they can be an additional useful skill that schools may find beneficial to the smooth operation of the school and an aid to childrens' learning. For Signing the CACDP Level 2 qualification can be required but the Brasshouse can carry out assessments. Braille assessments are normally available within relevant schools for students with visual impairments.

Required Competency - In Special Schools and Special Units, the SEN allowance will be taken as including any requirement for competency in Braille or Signing. So Teaching Assistants appointed to work in schools for the Hearing Impaired or Visually Impaired or similar Special Units in mainstream schools will be paid the SEN allowance as a contractual payment, not the discretionary Language Allowance. There will generally be an expectation that these staff will normally have proficiency in Braille or Signing before appointment. If they do not already hold such proficiency, their appointment can be made subject to them gaining such proficiency through training within two years. There are also some other support staff where use of Braille or Signing can be a required part of the job (eg technicians maintaining equipment). These staff will not be eligible for the Language Allowance as it should be part of the job.

Discretionary - There will, however, be some staff working in mainstream schools where the use of Braille or Signing is a useful additional skill that the Head believes is beneficial to the school and childrens' learning. This may include support staff who are not appointed to work in Special Units for Hearing or Visually Impairments but who are assisting students with these impairments and other students elsewhere in the school. In this case, use of Braille and/or Signing could be a useful skill and eligible for possible award of Language Allowance.

Claim forms for payment of Language Allowance are available from Schools HR.

APPENDIX B

HONORARIA, ACTING UP PAYMENTS, STAND-IN PAYMENTS IN SCHOOLS

HONORARIA

WHAT ARE HONORARIA PAYMENTS?

A **temporary** special payment made when an employee takes on extra responsibilities that are normally part of a job graded higher than their own whilst still working in their substantive role. An honoraria payment can also be used when someone undertakes additional work on a specific project whilst still working in their substantive role.

HOW HONORARIA PAYMENTS MAY BE USED

Honoraria payments can be used as a temporary measure to maintain essential levels of service and also may be used for some duties that need to be covered as a result of extended sick leave.

Honoraria payments cannot be used to cover the annual leave of another employee.

CRITERIA

- All honoraria will be for a **maximum three month** period after which time extensions must be requested. Continued extensions will need to be requested every three months.
- Honoraria payments will only be made for a minimum of four weeks.
- When offering an honorarium payment, Headteachers should be mindful of the City Council's equal opportunities policy. Advice is available from Schools HR.
- Payment of Honoraria (and any extensions) must be authorised by the Headteacher with direct managerial responsibility for the job to which the honorarium relates. Without the appropriate authorisation, the payment cannot be processed.
- Honoraria **can be removed with 4 weeks' notice**.
- All honoraria will automatically cease at the time of the introduction of a pay progression framework.
- Honoraria are **not transferable** upon changing post.
- Honoraria payments will end on a fixed date, after which the employee's pay reverts to the level at which they were previously paid (including any pay protection).

HONORARIA PAYMENTS

- The paying of honoraria potentially undermines the general principles of equality within the wide grades. To mitigate these risks honoraria will be paid at a **fixed annual sum** based on the grade of the employee's substantive post at the same frequency as basic pay.
- These amounts are the **maximum** that can be paid. Headteacher's discretion will need to be applied in determining the amount of honoraria to be paid, ensuring the maximum is

not exceeded. For example, if an honorarium is being paid because an employee is carrying out half the duties of another post, then the payment should be 50% of the maximum that can be paid for the employee's substantive post.

- Where two or more employees are receiving an honorarium to cover the duties of another post, the total payment for all employees must not exceed the maximum amount that can be paid.
- Payment will be calculated based on the number of days during the period (inclusive of annual leave, public holidays and intervening weekends) divided by 365.

Honoraria						
GR1	GR2	GR3	GR4	GR5	GR6	GR7
£600	£1,000	£1,400	£1,800	£2,200	£2,600	£3,000

(no increase in 2008)

PROCESS FOR INSTIGATING HONORARIA PAYMENTS

- Notifications of Honoraria will need to be made by completing the **Honoraria Notification Form**.
- Payments will be on a pro-rata basis for part-time workers.
- Completed forms should be forwarded to Schools HR for processing. Whereupon the employee will be written to confirming the start date and end date of the payment.

Claim forms for payment of honorarias is available from Schools HR.

Please note that it is anticipated that upon the introduction of performance management, honorarias may cease and this procedure may no longer exist.

ACTING UP IN SCHOOLS

WHAT IS ACTING UP?

A payment applied when a person carries out the **full** range of duties and responsibilities of a higher graded post other than their own for a period of **four weeks or more continuously**.

HOW ACTING UPS MAY BE USED

Acting ups are a short to mid-term temporary arrangement to maintain essential levels of service. They should not be used as an alternative to recruiting into vacant posts (some exceptions may apply where there are evidenced recruitment issues or where the post is "held" from permanent external recruitment - as per guidance on externally advertising vacancies).

Acting ups cannot be used to cover the annual leave of another employee.

CRITERIA

- The employee must be taking on **100% of the duties responsibilities of the post** in such a way that they no longer undertake their substantive post.
- Payment will be made at the bottom of the grade of the post the employee is acting up into.
- If an employee is receiving pay protection which means that their level of pay is above the bottom of the grade of the post they are acting up into, then they may receive a payment at one increment higher than the spinal column point they are on with protection.
- During the acting up period, the employee will be subject to the same terms and conditions of the post they are acting up into (eg relative overtime payments and notice periods).
- Payments (and any extensions) must be authorised by a Headteacher. Without the appropriate authorisation, the payment cannot be processed.
- All Acting ups must be offered through a competitive process with due reference to the City Council's equal opportunities policy. Advice is available from Schools HR.
- All Acting ups will be for a **maximum three month** period. Continued extensions will need to be requested every three months.
- Acting up payment **can be removed with four weeks' notice** or can be time limited due a specified reason (e.g. to cover long term sickness absence) after which the employee returns to their substantive post and their pay reverts to the level at which they were previously paid (including any pay protection).

PROCESS FOR INSTIGATING ACTING UPS

- Notifications of Acting ups will need to be made by completing the **Acting Up Notification Form**.
- Completed forms will be returned to Schools HR for processing and recording information to ensure the necessary reviews take place, writing to the employee confirming salary details and start and end date.
- HR will transfer the employee from their substantive post into the post they are acting up to.

STAND IN PAYMENTS

WHAT ARE STAND-IN PAYMENTS?

A payment made when a person carries out the **full** duties and responsibilities of a higher graded post than their own for a single shift (or possibly longer, but for no more than four weeks).

HOW STAND IN PAYMENTS MAY BE USED

Stand-in payments only apply to posts where, if they were not covered immediately, there would be a negative impact on the provision of vital services (eg school kitchens, residential homes etc).

PAYMENTS

- For full duties undertaken a payment based on the equivalent hourly rate will be made.

PROCESS FOR INSTIGATING STAND-IN PAYMENTS

Payments will be made via submission of time sheets, authorised by Headteachers as appropriate.

APPENDIX C

JOB REDESIGN

AIM

The overall aim of the job redesign procedure is to:

- explain the importance of the JEQ
- describe the main 2 areas of the job redesign process
- business need
- individual job change
- explain why job redesign has a review process
- inform Headteachers and employees of the process that should be followed when designing a new post or handling a re evaluation application
- describe the role of the
 - Schools HR/Pay & Grading representative
 - Job Analyst and the service offered by the Job Evaluation Team
- Identify the Headteacher's responsibilities

WHAT IS JOB RE-DESIGN AND JOB CREATION?

Events inside and outside the school can have an affect on the services the school provides, which in turn will affect the needs of the business and result in changes to how your services are planned, offered and used. Changes to the following may alter the business plan or the resources needed to provide the service effectively and have benchmarks to check the progress of your specific school or service against the School Development Plan.

:

- Law
- New technology
- New services added or taken away
- Customer needs

Workforce planning is an important aspect of business planning. It allows the organisation and schools to anticipate, plan and adapt to changes in relation to the workforce. The Job Evaluation process should be carried out on new jobs as a result of business and workforce planning.

All new posts should go through the normal recruitment and selection process.

The job re-design and job creation processes are designed to ensure that job roles within schools are evaluated and correctly coded.

Job re-design

Job re-design is used to reshape jobs to meet the needs of the business. This means that if the requirements of a school or service change or grow then job roles will need to be re-designed to accommodate the changes and ensure that the value of the job is reviewed.

Before the process can begin there must be evidence that changes to the job are an integral part of the school development plan.

By introducing a job evaluation scheme (NJC) the City Council have already acquired the tools and skills to value and reward jobs. The job evaluation process has provided a benchmark value for the majority of job roles within schools and across the council and can now be built upon to review and reshape jobs to meet the demands of the organisation.

The knowledge and experience of the job evaluation team can also support the creation of posts which are graded in line with school, service and market requirements.

It may be possible to match the roles to an existing job with a JE outcome. Advice should be sought in the initial implementation period from the Pay and Grading Team and later from Schools HR who will liaise with the job evaluation team who will have the details and knowledge to confirm whether there is a suitable match or whether a new job Evaluation Questionnaire needs to be completed.

The Headteacher or a designated person must sign off the job re-design process when it is complete.

APPENDIX D

PAY & APPEALS PROCEDURE – SUPPORT STAFF IN SCHOOLS

1. Scope of Procedure

This procedure is recommended for use for all schools managed employees covered by the NJC for Local Government Services.

This process structures the way in which grievances about salary can be raised.

It replaces the general grievance procedure with regard to all salary and pay issues, as these require specialist knowledge of Job Evaluation or Equal Pay law.

Implementation of the pay & appeals procedure is not affected by the employee's acceptance or rejection of the terms and conditions of the new contract of employment.

Please note that appeals against gradings can result in the grade moving up, down or remaining unchanged.

Protection will apply from the 1 April 2008 for a period of three years.

2. General Rules

There will be three Governors on the Personnel/Pay Committee and a different three governors on the Personnel/Pay Appeals Committee (total of six Governors). The committees will appoint their own chairs. The Headteacher

will not be a member of either committee but will be able to present their case to both.

All employees either individually or collectively making representations on any appeal are entitled to be represented by a Trade Union or colleague.

3. **The Personnel/Pay Committee**

The Headteacher will share their grade proposals with staff. If any are unhappy with the proposals they will then have the right to put representations to the Personnel/Pay Committee verbally or in writing and, if they wish, to be represented.

Where a group of staff are unhappy with Headteacher's proposals they should nominate a spokesperson (s) (max 3) for the group. This should be used where the grounds of appeal are the same.

Following the Personnel/Pay Committee, their decisions will be forwarded to Pay and Grading team who will write to the employees with the Committee's decision and their right to appeal.

4. **Appeals Procedure**

Jobholders will have the right to appeal their new grade if they believe it is incorrect. Any such appeal should be submitted to the Headteacher using the Appeal form enclosed with the new contract letter. Appeals should be submitted within 20 school days of the jobholder receiving the decision of the Personnel/Pay Committee and should contain evidence in support of the appeal.

Extensions to the time frame can be requested by the employee and agreed by the Headteacher to enable further consultation and preparation of documents. The following are examples of the grounds for such an appeal:

- The information upon which the original evaluation was based was incomplete/incorrect.
- The job has been incorrectly benchmarked against another post.
- The role has changed substantially since the original evaluation or matching.

The jobholder(s) may request the appropriate job overview (if one exists) to assist their preparation. E-Communication should be used where possible.

On receipt of the appeal the Headteacher should discuss it with the employee within 20 school working days to try to resolve the issue and make any appropriate changes.

If the appeal is not withdrawn, the appeal process will continue.

The Headteacher will arrange an Appeals Committee meeting as soon as reasonably practicable and in consultation with the employees and their Trade Union representative.

The Committee will commence by reading the appellant's evidence in order to agree what additional questions need to be asked. The appellant may also

request for their position to be separately Job Evaluated. The Headteacher will state the case on behalf of the Personnel/Pay Committee and answer any questions from the appellant and/or the Trade Union representative and panel. The appellant will then state their case and similarly answer any questions from the Headteacher and panel. The appellant, Headteacher and Trade Union representative (or colleague) will leave the meeting prior to the panel beginning to decide the appeal.

The Committee will review the information provided and decide either:

- That the benchmark against a generic post is not appropriate and that job evaluation of that specific post by the City Council is necessary. If this option is chosen the governors are agreeing to accept and implement the result of any job evaluation and that the Headteacher will forward the necessary documentation to the Pay & Grading team.
- To place the individual in an appropriate alternative generic post.
- That the current placement is correct.

Please note that currently job evaluations carried out by the City Council are free of charge. A charge may be introduced after 1 April 2010.

The decision of the Appeals Committee is final.

SINGLE STATUS SALARY BANDS 01/04/08 – 31/03/09

SCP	GR1	SCP	GR2	SCP	GR3	SCP	GR4	SCP	GR5	SCP	GR6	SCP	GR7
	(up to 324pts)		(325- 399pts)		(400- 480pts)		(481- 577pts)		(578- 684pts)		(685- 798pts)		(799pts plus)
		19	£17626	28	£23473	37	£30546	46	£38575	55	£49324	64	£65869
		18	£16991	27	£22730	36	£29714	45	£37665	54	£47887	63	£63308
10	*£13724	17	£16663	26	£22001	35	£28947	44	£36838	53	£46557	62	£61293
9	*£13442	16	£16278	25	£21306	34	£28353	43	£35953	52	£45208	61	£59341
8	*£13048	15	£15895	24	£20652	33	£27573	42	£35079	51	£43872	60	£57461
7	*£12650	14	£15570	23	£19998	32	£26784	41	£34207	50	£42533	59	£55645
6	*£12355	13	*£15312	22	£19427	31	£26016	40	£33328	49	£41204	58	£53889
5	*£12181	12	*£14912	21	£18937	30	£25220	39	£32475	48	£40338	57	£52199
4	*£12017	11	*£14306	20	£18270	29	£24402	38	£31439	47	£39460	56	£50752

*Incl

udes £21 Temporary Birmingham Excess Rate

APPENDIX E

BANKED HOURS SCHEME FOR CLERICAL STAFF

BANKED HOURS SYSTEM

1. The current system has been updated to take into account the effects of the potentially reduced numbers of hours needed to be banked by the individuals. Banked hours can be worked by all support staff apart from Teaching Assistants and Lunchtime Supervisors. Schools HR services will provide the relevant chart upon completion of calculations.
2. Banked hours are when you have a number of contractual hours per week for each week of the school terms but work more hours which are “banked” in order to not work in the school holiday periods.
3. This system requires that the additional hours are recorded each week as it is possible to work more hours some weeks and less in others and it is an audit requirement for hours to be recorded.

E.g.; someone who works 36.5 hours per week in term time

25 Days Annual Leave Entitlement

$39 \text{ (term weeks)} + 5 \text{ (AL weeks)} + 2.4 \text{ (public holiday weeks)} = 46.4 \text{ weeks}$

$52.142 \text{ (weeks in a year)} - 46.4 \text{ weeks (as shown above)} = 5.74 \text{ weeks difference}$

$5.74 \text{ (weeks difference)} \times 36.5 \text{ (contractual hours)} = 209.58$

$209.58 \text{ (additional hours to be worked throughout the terms)} \div 39 \text{ (term weeks)} = 5.37 \text{ hours extra to be worked each term week.}$

$36.5 + 5.37 = 41.87 \text{ hours (41.87 hours = 41 hours and 52 minutes)}$

28 Days Annual Leave Entitlement

$39 \text{ (term weeks)} + 5.6 \text{ (AL weeks)} + 2.4 \text{ (public holiday weeks)} = 47 \text{ weeks}$

$52.142 \text{ (weeks in a year)} - 47 \text{ weeks (as shown above)} = 5.142 \text{ weeks difference}$

$5.142 \text{ (weeks difference)} \times 36.5 \text{ (contractual hours)} = 187.683$

$187.683 \text{ (additional hours to be worked throughout the terms)} \div 39 \text{ (term weeks)} = 4.81 \text{ hours extra to be worked each term week.}$

$36.5 + 4.81 = 41.31 \text{ hours (41.31 hours = 41 hours and 18 minutes)}$

30 Days Annual Leave Entitlement

$39 \text{ (term weeks)} + 6 \text{ (AL weeks)} + 2.4 \text{ (public holiday weeks)} = 47.4 \text{ weeks}$

$52.142 \text{ (weeks in a year)} - 47.4 \text{ weeks (as shown above)} = 4.742 \text{ weeks difference}$

$4.742 \text{ (weeks difference)} \times 36.5 \text{ (contractual hours)} = 173.083$

$173.083 \text{ (additional hours to be worked throughout the terms)} \div 39 \text{ (term weeks)} = 4.44 \text{ hours extra to be worked each term week.}$

$36.5 + 4.44 = 40.94 \text{ hours (40.94 hours = 40 hours and 56 minutes)}$

4. Why have a Banked Hours System?

The banked hours system is designed to allow a degree of flexibility of working hours for non-teaching staff to meet the individual needs of establishments. There is no automatic right for staff to bank hours. It is at the discretion of the Governing Body or Head Teacher/Line Manager, following a request by the member of staff. Additional hours should be reserved for the contractual job of the individual. Other contracts should be arranged separately.

5. Part-time staff are appointed for a contracted number of hours per week throughout the year. It is often to the benefit of establishments for such staff to work additional hours either on a regular basis during term-time or at specific periods. These additional hours are then credited (i.e. "banked") and used to enable staff to take time off "in-lieu" at a more convenient period, usually during school holidays.

6. Recording Hours Worked

The City Council, as the employer, regard it as an essential part of the system that individual staff keep accurate records of hours worked for audit purposes. Such records should be regularly scrutinised and countersigned as correct by the Head Teacher/Line Manager. The Council will regard any failure to keep accurate records as an extremely serious matter.

7. A table is attached showing the additional hours which need to be worked each week for term time only appointments. Annual leave entitlement is shown across the top and the 12 concessionary (bank holiday) days for each year have also been taken into account. The decimal figures have been derived by using 100 units per hour rather than 60. On this basis for instance, $\frac{1}{2}$ hour = .50, $\frac{1}{4}$ hour = .25. A conversion table is shown on the reverse. To calculate the additional hours to be worked each week during term time take the contracted hours (left hand column) and move across to the column which corresponds with the annual leave entitlement.

Example 1

A person newly appointed to work 30 hours per week will be entitled to 25 days leave. They therefore need to work an additional 4 hours 25 minutes per week, which will entitle them to take all of the school holidays as leave in addition to their annual leave and bank holiday entitlement. **NB Must be available to work on Training days.**

Example 2

After five years employment they are entitled to 28 days leave. They therefore need to work an additional 3 hours 57 minutes per week, which will entitle them to take all of the school holidays as leave in addition to their annual leave and bank holiday entitlement.

NB Must be available to work on teacher training days if required.

8. Annual Cycle

The annual cycle for the banked hours system commences 1 September. Any hours 'banked', but not used by 31 August, cannot be carried over to the next annual cycle.

9. Contracted Hours

The weekly contracted hours are stated in the letter of appointment. Staff are appointed for a basic number of hours per week throughout the year. A year equals 52 1/7 (52.142) weeks.

10. Normal Working Week

Whilst the weekly contracted hours are stated in the letter of appointment, the normal weekly pattern of working those hours is decided by the Head Teacher and the individual member of staff. In order to operate the "banked hours" system it is essential that the normal working week based on contractual hours is clearly defined.

11. Annual Leave

Staff* are expected to take annual leave during school holiday periods. Absence may be allowed in exceptional circumstances, during the school term, requests for such absence to be made in writing to the Headteacher. The hours credited are the daily contracted hours which would normally have been worked on that day as defined in (3).

*Caretaking staff have been allowed to take up to two weeks of their annual leave during term time, although some more recent appointees are required to take all of their leave during school holiday periods.

12. Public Holidays

All part-time staff, regardless of whether the employee would have worked on the day a Public Holiday fell, are entitled to a pro-rata amount of leave for these days.

13. Absence due to Sickness

Staff who are sick on a normal working day as defined in (3) are credited their contracted hours only, as banked hours must be worked. Banked hours are not credited during sickness.

14. Discretionary Leave

Staff who are granted discretionary leave are credited their contracted hours for the day(s) concerned.

15. Hours in Debit

Staff should not normally be allowed to take time off unless they have sufficient hours in lieu. If staff are in debit at the end of a month because holiday has been taken when additional time has not been banked to cover the holiday period and you wish salary adjustment to be made, please write to the appropriate staff officer.

BANKED HRS			
HOURS/WEEK	25 DAYS (37 concessionary statutory days)	including 4 and extra	28 DAYS (40 concessionary statutory days)
		including 4 and extra	30 DAYS (42 including 4 concessionary and extra statutory days)

4	0.58	0.53	0.49
5	0.73	0.66	0.61
6	0.88	0.79	0.73
7	1.03	0.92	0.85
8	1.18	1.05	0.97
9	1.32	1.19	1.09
10	1.47	1.32	1.22
11	1.62	1.45	1.34
12	1.77	1.58	1.46
13	1.91	1.71	1.58
14	2.06	1.85	1.70
15	2.21	1.98	1.82
16	2.35	2.11	1.94
17	2.50	2.24	2.07
18	2.65	2.37	2.19
19	2.80	2.50	2.31
20	2.94	2.64	2.43
21	3.09	2.77	2.55
22	3.24	2.90	2.67
23	3.39	3.03	2.80
24	3.53	3.16	2.92
25	3.68	3.29	3.04
26	3.83	3.43	3.16
27	4.98	3.56	3.28
28	4.12	3.69	3.40
29	4.27	3.82	3.52
30	4.42	3.95	3.65
31	4.56	4.09	3.77
32	4.71	4.22	3.89
33	4.86	4.35	4.01

34	5.00	4.48	4.13
35	5.15	4.61	4.25
36	5.30	4.74	4.38
36 ¹ / ₂	5.37	4.81	4.44

For full details and examples of how to use this chart please refer to the notes for guidance on banked hours

BANKED HOURS : 1 SEPTEMBER 200**31 AUGUST 200****PART TIME RECORD OF DUTY -**

NAME : _____

SCHOOL : _____

POST TITLE : _____

CONTRACTED HOURS ANNUAL LEAVE ENTITLEMENT ANNUAL LEAVE TAKEN PERIOD 1/9 - 31/8

AUTUMN TERM 200**BANKED HOURS BROUGHT FORWARD**

WEEK (1) COMMENCING	HOURS (2) WORKED	PUBLIC (3) HOLIDAYS	ANNUAL (4) LEAVE	SICK (5) LEAVE	TOTAL (6)	BANKED (7) HOURS THIS PERIOD	BANKED (8) HOURS TAKEN THIS PERIOD	BANKED (9) HOURS RUNNING TOTAL
TOTALS								

SIGNED: _____ HEAD TEACHER _____

DATE: _____ DATE : _____

SPRING TERM 200**BANKED HOURS BROUGHT FORWARD**

WEEK (1) COMMENCING	HOURS (2) WORKED	PUBLIC (3) HOLIDAYS	ANNUAL (4) LEAVE	SICK (5) LEAVE	TOTAL (6)	BANKED (7) HOURS THIS PERIOD	BANKED (8) HOURS TAKEN THIS PERIOD	BANKED (9) HOURS RUNNING TOTAL

TOTALS								

SIGNED: _____ HEAD TEACHER _____

DATE: _____ DATE : _____

SUMMER TERM 200

BANKED HOURS BROUGHT FORWARD

WEEK (1) COMMENCING	HOURS (2) WORKED	PUBLIC (3) HOLIDAYS	ANNUAL (4) LEAVE	SICK (5) LEAVE	TOTAL (6)	BANKED (7) HOURS THIS PERIOD	BANKED (8) HOURS TAKEN THIS PERIOD	BANKED (9) HOURS RUNNING TOTAL
TOTALS								

SIGNED: _____ HEAD TEACHER _____

DATE: _____ DATE : _____

CONVERSION TABLE BANKED HOURS (60 minutes - > 100 units)

MINUTES	UNITS	MINUTES	UNITS
1	.02	31	.52
2	.03	32	.53
3	.05	33	.55
4	.07	34	.58
5	.08	35	.60
6	.10	36	.60
7	.12	37	.62
8	.13	38	.63
9	.15	39	.65
10	.17	40	.67
11	.18	41	.68
12	.20	42	.70
13	.22	43	.72
14	.23	44	.73
15	.25	45	.75
16	.27	46	.77
17	.28	47	.78
18	.30	48	.80
19	.32	49	.82
20	.33	50	.83
21	.35	51	.85
22	.37	52	.87
23	.38	53	.88
24	.40	54	.90
25	.42	55	.92
26	.43	56	.93
27	.45	57	.95
28	.47	58	.97
29	.48	59	.98
30	.50	60	100

APPENDIX F

TEACHING ASSISTANTS

Responsibility Allowances

1. In addition any member of staff can receive responsibility allowances over and above the substantive salary for undertaking additional responsibilities which are clearly above what can be expected at their substantive grade but do not meet the requirements of a higher graded post. Such responsibilities should be linked to the School Development Plan and should reflect the experience of the member of staff. Where necessary, appropriate training and development should underpin the responsibilities.

2. It is envisaged that responsibility allowances level two may be given where the responsibilities have a whole school impact and the individual is seen as the lead person in this area of expertise providing advice and guidance to other staff, with responsibility allowance level one being available where additional responsibilities are more limited in their scope and relate more to the role of skilled practitioner.

Areas which may attract additional payment include

Special Needs and Inclusion

- Where a member of staff has specific skills, often underpinned by an appropriate qualification and training e.g. Behaviour Management, Speech Therapy, personal care for individual pupils e.g. toileting and incontinence. One point may be appropriate for a skilled practitioner and two where the individual is offering advice and guidance to other staff or professionals.

Literacy and Numeracy Support

- Where a member of staff has lead officer responsibilities in one or both of these areas.

Cover Supervision

- Where a member of staff is expected to provide cover throughout the School other than in emergency situations to a maximum of 2 sessions per week.
3. Other areas may include responsibility for the library, taking responsibilities in other curriculum areas, etc, but these must be stipulated, evidenced and recorded.
 4. Responsibility allowances can be offered on a temporary or permanent basis depending on the nature of the additional responsibilities but should be reviewed to ensure the reasons for the responsibility remains the same. The duration should be clearly specified at the time the responsibility allowance is offered and confirmed in writing. A temporary responsibility allowance would be appropriate for project type responsibilities such as setting up a new resource centre/ library.
 5. It is appropriate to continue to pay responsibility allowances for **Numeracy, Literacy, Cover Supervision and Special Needs/Inclusion**. The Special Educational Needs Allowance in Special Schools and Units will also continue to be payable.
 6. The original 2004 agreement document had envisaged that many responsibility allowances would be awarded for time-limited project work. Unfortunately, many of the project responsibility allowances have now been paid for over three years and there has often been no rigorous review of the reasons for the responsibility allowances. It is essential that a thorough review takes place of any responsibility allowances, particularly those awarded for project work to ensure that they continue

to be valid. If they continue to be paid for no clear additional work then, again, this could constitute grounds for equal pay claims.

7. Teaching Assistants who have an appropriate qualification and are expected to carry out the duties in areas that will aid and assist in the deliverance of the curriculum: -
 - Dance certificates- ballroom, Asian dance, Tap dancing, etc
 - Piano
 - Music
 - Behaviour
 - Speech therapy
 - Aerobics
 - Carpentry
8. Other areas may include responsibility for the library, taking responsibilities in other curriculum, etc.
9. This list is not exhaustive.
10. Clearly staff should be given appropriate time for non-classroom based activities such as contribution to planning, preparation and assessment, display work, booster classes, computer work, holiday activities, library, forest school leaders, etc. Where these activities are outside of the school sessions/ term-time then additional pay will be expected.
11. Teaching Assistants timetables will be negotiated and agreed between Headteachers and Teaching Assistants. Any hours worked over and above the contractual hours will either be taken as lieu time or paid as additional hours.
12. Unfortunately, there is currently an inconsistent payment pattern for responsibility allowances. Staff who are currently on contracts that are pro-rata for schools hours (32.5/37ths) and term-time (46.4/52ths) are paid responsibility allowances on a pro-rata basis. Whilst staff who are working the same hours and weeks but classed as full-time and all year round were continuing to receive full entitlement to responsibility allowances. Again, this anomaly must be removed to avoid equal pay claims. However, it is recognised that for many staff, a transfer from full-time to part-time allowances may mean a real-terms salary cut.
13. Responsibility Allowances are therefore being levelled up so that once salaries become pro rata for all Teaching Assistants, employees will still receive £575 for a responsibility allowance level one and £862 for a responsibility allowance level two (wef 1/4/08 pay award). The table below shows what the new responsibility allowances effectively equate to before they are then subject to pro rata. These will be increased annually in line with the national salary increases.
14. Responsibility Allowances- Calculation for 32.5 hours Term Time Only

The chart below shows the levels of the current pro-rata responsibility allowances, the new levelled up allowances and the notional full-time all year round allowances. Schools will need to consider the increases in costs by moving post-2004 staff from the current pro-rata payment to the levelled-up payment. Staff with long-service will receive slightly more pay per year than short-service staff.

Current Payment for 32.5 hrs TTO	New Levelled Up Payment for 32.5 hours TTO (current FT/AYR)	FT/AYR Levelled up Responsibility Allowance
£449.43	Level one £575	$\text{£}575 / 28.42 \times 36.5 = \text{£}738.48$
£673.76	Level two £862	$\text{£}862 / 28.42 \times 36.5 = \text{£}1107.07$
£874.42	Level one x 2 $\text{£}575 + \text{£}575 = \text{£}1150$	$\text{£}1150 / 28.42 \times 36.5 = \text{£}1476.95$

16. SEN Allowances

In the same way as responsibility allowances, post 2004 staff receiving SEN allowances are paid a pro-rated allowance. This is again viewed as unfair and so the payment will also be levelled up.

Current SEN Payment for 32.5 hrs TTO	New Levelled Up SEN Payment for 32.5 hours TTO (current FT/AYR)	FT/AYR Levelled up SEN Allowance
£904.77	£1162	$\text{£}1162 / 28.42 \times 36.5 = \text{£}1,492.36$

Claim forms can be obtained from Schools HR.

16. Assimilation for Teaching Assistants

The attached spreadsheet shows how different Teaching Assistants should be assimilated onto the new pay grades. Generally you will see that there is an extra 2 increments for progression for most Teaching Assistants.

Most post-2004 Teaching Assistants gain under the new arrangements (Groups A, B & C). Some short-service staff may have a theoretical reduction in pay of about £60 per year but this will be protected and will be probably be overtaken by the first pay award. All pre-2004 qualified Classroom Assistants also gain (Group E). However, unqualified former Integration Assistants (Group G) and some Classroom Assistants on 27.5 hour full-time contracts) (Group F) could lose and will need their salaries protected. It is understood that these 27.5 hour contracted staff are usually working an extra 10 minutes before and after each session – the equivalent of 30 hrs and 50 minutes. Governors and Heads may therefore wish to consider offering 27.5 staff the option to increase their hours by 1 hour 40 minutes (total 32.5) to lessen reduction in pay, i.e. to transfer to Group C or D.

Those staff showing on the spreadsheet on L2/3 Assimilated (Group D) who do not hold a recognised Level 3 qualification should normally be assimilated to GR2. However, it should be noted that these staff may lose pay and therefore should be

encouraged to seek a proper qualification as soon as possible in accordance with the 2004 Agreement (Section 2, point 4). Details of a Fast-track assessment route to a full qualification is being circulated and affected Teaching Assistants and heads are strongly encouraged to consider this option.

17. Teaching Assistant Level 3 Qualifications

A number of queries have also been raised recently about the appropriate qualifications for Level 3 Teaching. The national list of recommended qualifications runs for over 60 pages. A more concise list has been prepared and this is shown below. Teaching Assistants being paid on GR3 should hold one of the specified qualifications. There are some equivalent less well-known qualifications that may be acceptable but further advice is available from the School Workforce Adviser (303 4949).

Birmingham Current Teaching Assistants – qualifications required

The following qualifications apply to Level 3 Teaching Assistant

Qualified Status:

NNEB;
National Diploma Caring
BTEC National Diploma (2 years);
Caring Services (Nursery Nursing) (now withdrawn);
BTEC National Diploma in Childhood Studies (Nursery Nursing) (now withdrawn);
BTEC National Diploma Early Years and Childhood Studies;
BTEC National Diploma early Years Care and Education;
BTEC Level 3 Certificate for Teaching Assistants;
BTEC National Diploma Early Years;
CACHE Level 3 NVQ in Supporting Teaching and Learning in Schools
CACHE Level 3 Certificate in work with Children – Early Years (Accreditation of Prior Experiential Learning APEL);
Certificate of Higher Education Learning Assistants;
City & Guilds NVQ Level 3 Teaching Assistants
City & Guilds NVQ Level 3 in Supporting Teaching and Learning in Schools
Classroom Support Worker Qualification – secondary (NVQ Level 3 Teaching Assistant equivalent);
NVQ Level 3 Teaching Assistants (Accreditation of Prior Experiential Learning (APEL)
NVQ Level 3 Child Care and Education;
NVQ Level 3 for Teaching Assistants;
NVQ Level 3 Childcare and Education
NVQ Level 3 Childcare Learning and Development
National Occupational Standards for Supporting Teaching and Learning in schools
NVQ Level 3
Specialist Teaching Assistants (STA)
Foundation Degree – Learning Support
Foundation Degree Early Childhood Studies (or Early Years)
BA – Early Childhood Studies

For Teaching Assistant Vacancies, the following requirements apply:

- Level 2/GR2: Preferably qualified to National Occupational Standards for Supporting Teaching and Learning in schools NVQ Level 2 previously known as Teaching Assistants. Any unqualified candidate appointed would be expected to gain National Occupational Standards for Supporting Teaching and Learning NVQ Level 2 within a reasonable period of time
- Level 3/GR3: Qualification to National Occupational Standards for Supporting Teaching and Learning in Schools NVQ Level 3 previously known as Teaching Assistants or equivalent qualification (see qualification listed above)

Once a school has adopted this package, Teachers with full QTS will be deemed to be a qualified Teaching Assistant (ie GR3)

Level 4: HLTA's must hold the HLTA Status at the point of appointment

If a Qualified Teacher wishes to become a HLTA, they must undertake the HLTA assessment process

TEACHING ASSISTANTS

POST - 2004 STAFF - SPINAL COLUMN POINT AT 01 APRIL 2008

GROUP

A

LEVEL 3 TEACHING ASSISTANTS TERM-TIME ONLY (32.5/37 FULL TIME) FROM 01/09/04

				<div> <div> QUALIFIED </div> <div> 3 </div> </div> <div> BASED ON 36.5 HRS TTO WORKING 32.5HRS/WK </div> <div> LA </div> <div> MENDATION </div>
--	--	--	--	--

GROUP

B

LEVEL 2 TEACHING ASSISTANTS TERM TIME ONLY (32.5/37 FULL TIME) FROM

01/09/04

<u>UNQUALIFIED</u>			
SCP	01/04/2008	01/04/2008	01/04/2008
FULL-TIME	TTO SALARY	WTE	
11	14306.00	11181.88	12558.35
12	14912.00	11655.54	13090.32
13	15312.00	11968.19	13441.45
14	15570.00	12169.85	13667.94
15	15895.00	12423.88	13953.23
16	16278.00	12723.24	14289.44
17	16663.00	13024.16	14627.41

LA RECOMMENDATION											
BASED ON 36.5 HRS TTO WORKING 32.5 HRS/WK											
GRADE				25 A/L		28 A/L		30 A/L			
2				6.585		7.211		7.636			
LEAVE (WKS)				45.59		46.21		46.64			
TOTAL WORKING WKS				WTE		WTE		WTE			
				28.42hrs		28.80		29.07			
SCP FT SALARY				hrs		hrs		hrs			
12	14912.00	13038.20	11610.93	13215.52	11766.18	13338.49	11876.49				
12	14912.00	13038.20	11610.93	13215.52	11766.18	13338.49	11876.49				
13	15312.00	13387.94	11922.38	13570.01	12081.80	13696.28	12195.06				
14	15570.00	13613.52	12123.27	13798.66	12285.37	13927.06	12400.55				
15	15895.00	13897.68	12376.33	14086.69	12541.81	14217.77	12659.39				
16	16278.00	14232.56	12674.54	14426.11	12844.01	14560.35	12964.42				
17	16663.00	14569.18	12974.31	14767.31	13147.79	14904.73	13271.05				
18	16991.00	14855.96	13229.70	15058.00	13406.60	15198.12	13532.28				
19	17626.00	15411.17	13724.13	15620.76	13907.64	15766.11	14038.02				

PRE - 2004 STAFF - SPINAL COLUMN POINT AT 01 APRIL 2008

GROUP C LEVEL 3 TEACHING ASSISTANTS ASSIMILATED (32.5 FULL TIME) PRE 01/09/2004

					LA RECOMMENDATION					
					BASED ON 36.5 HRS TTO WORKING 32.5 HRS/WK					
QUALIFIED					GRADE 3	25 A/L		28 A/L		30 A/L
					LEAVE (WKS)	WTE	6.585	WTE	7.211	WTE
					TOTAL WORKING WKS	45.59	45.59	46.21	46.21	46.64
									28.80	29.07
					SCP	FT SALARY	28.42hrs		hrs	hrs
WTE	FULL	TIME	01/04/2008	01/04/2008						
511	14799.00	14799.00			21	18937.00	16557.44	14744.92	16782.61	14942.07
512	15187.00	15187.00			22	19427.00	16985.86	15126.45	17216.86	15328.70
513	15632.00	15632.00			23	19998.00	17485.11	15571.05	17722.90	15779.24
514	16141.00	16141.00			24	20652.00	18056.93	16080.27	18302.50	16295.28
515	16653.00	16653.00			25	21306.00	18628.75	16589.49	18882.10	16811.31
516	17196.00	17196.00			26	22001.00	19236.42	17130.64	19498.03	17359.69
					27	22730.00	19873.82	17698.26	20144.09	17934.90
					28	23473.00	20523.46	18276.79	20802.56	18521.16
										20996.14
										18694.80

GROUP

D **LEVEL 2/3** **TEACHING ASSISTANTS**
ASSIMILATED (32.5 FULL TIME) PRE 01/09/2004

UNQUALIFIED

FULL-TIME WTE

SCP 01/04/2008 01/04/2008

511	14799.00	14799.00
512	15187.00	15187.00
513	15632.00	15632.00

LA RECOMMENDATION							
BASED ON 36.5 HRS TTO WORKING 32.5 HRS/WK							
GRADE 2		25 A/L		28 A/L		30 A/L	
LEAVE (WKS)	WTE	6.585	WTE	7.211	WTE	7.636	
TOTAL WORKING WKS	45.59	45.59	46.21	46.21	46.64	46.64	
SCP FT SALARY		28.42hrs		28.80 hrs		29.07 hrs	
19	17626.00	15411.17	13724.13	15620.76	13907.64	15766.11	14038.02
19	17626.00	15411.17	13724.13	15620.76	13907.64	15766.11	14038.02
19	17626.00	15411.17	13724.13	15620.76	13907.64	15766.11	14038.02

NB. A L2/3 Teaching Asst who gains the relevant qualification should move to GR3 (see Group A overleaf).

GROUP

E **LEVEL 2** **TEACHING ASSISTANTS ASSIMILATED (32.5 FULL TIME) PRE 01/09/2004**

			LA RECOMMENDATION						
			BASED ON 36.5 HRS TTO WORKING 32.5 HRS/WK						
			GRADE 2	25 A/L		28 A/L		30 A/L	
			LEAVE (WKS)	WTE	6.585	WTE	7.211	WTE	7.636
			TOTAL WORKING WKS	45.59	45.59	46.21	46.21	46.64	46.64
							28.80		29.07
			SCP FT SALARY		28.42hrs		hrs		hrs
505	12424.00	12424.00	15	15895.00	13897.68	12376.33	14086.69	12541.81	14217.77
506	12720.00	12720.00	16	16278.00	14232.56	12674.54	14426.11	12844.01	14560.35
507	13024.00	13024.00	17	16663.00	14569.18	12974.31	14767.31	13147.79	14904.73
			18	16991.00	14855.96	13229.70	15058.00	13406.60	15198.12
			19	17626.00	15411.17	13724.13	15620.76	13907.64	15766.11
									14038.02

GROUP

F

CLASSROOM ASSISTANTS (27.5 FULL TIME + 3 HRS 20 MINUTES BUFFER TIME = 30.83 HRS)

QUALIFIED			LA RECOMMENDATION								
			BASED ON 36.5 HRS TTO WORKING 30.83 HRS/WK								
			GRADE 3		25 A/L		28 A/L		30 A/L		
			LEAVE (WKS)		WTE		WTE		WTE		
			TOTAL WORKING WKS		45.59		46.21		46.64		
FULL-TIME		WTE	SCP		FT SALARY	26.96 hrs		27.32 hrs		27.58 hrs	
SCP	01/04/2008	01/04/2008	SCP	FT SALARY	26.96 hrs		27.32 hrs		27.58 hrs		
11	14587.00	14587.00	23	19998.00	17485.11	14771.13	17722.90	14968.37	17887.82	15110.82	
12	14891.00	14891.00	23	19998.00	17485.11	14771.13	17722.90	14968.37	17887.82	15110.82	
13	15291.00	15291.00	24	21306.00	18628.75	15737.25	18882.10	15947.40	19057.80	16099.16	
14	15570.00	15570.00	25	21306.00	18628.75	15737.25	18882.10	15947.40	19057.80	16099.16	
15	15895.00	15895.00	25	21306.00	18628.75	15737.25	18882.10	15947.40	19057.80	16099.16	
			26	22001.00	19236.42	16250.60	19498.03	16467.60	19679.46	16624.32	
			27	22730.00	19873.82	16789.06	20144.09	17013.25	20331.54	17175.16	
			28	23473.00	20523.46	17337.87	20802.56	17569.38	20996.14	17736.58	

GROUP

**G CLASSROOM ASSISTANTS (27.5 FULL TIME +
HRS 20 MINUTES BUFFER TIME = 30.83 HRS)**

3

<u>UNQUALIFIED</u>			
	FULL-TIME	WTE	
	SCP	01/04/2008	01/04/2008
	8	13027.00	13027.00
10	13703.00	13703.00	
11	14587.00	14587.00	
	FULL-TIME	FULL-TIME	
	8	13027.00	13027.00
10	13703.00	13703.00	
11	14587.00	14587.00	

LA RECOMMENDATION							
BASED ON 36.5 HRS TTO WORKING 30.83 HRS per week							
GRADE 2		25 A/L		28 A/L		30 A/L	
LEAVE (WKS)	WTE	6.585	WTE	7.211	WTE	7.636	
TOTAL WORKING WKS	45.59	45.59	46.21	46.21	46.64	46.64	
				27.32		27.58	
SCP	FT SALARY	26.96 hrs		hrs		hrs	
19	17626.00	15411.17	13019.09	15620.76	13192.94	15766.11	13318.50
19	17626.00	15411.17	13019.09	15620.76	13192.94	15766.11	13318.50
19	17626.00	15411.17	13019.09	15620.76	13192.94	15766.11	13318.50
BASED ON 36.5 HRS TTO WORKING 32.5 HRS/WK							
SCP	FT SALARY	28.42hrs		28.80 hrs		29.07 hrs	
18	16991.00	14855.96	13229.70	15058.00	13406.60	15198.12	13532.28
19	17626.00	15411.17	13724.13	15620.76	13907.64	15766.11	14038.02
19	17626.00	15411.17	13724.13	15620.76	13907.64	15766.11	14038.02

GROUP H TEACHING ASST (FORMER INTEGRATION ASSISTANTS (32.5 FULL TIME) DID NOT ASSIMILATE

				LA RECOMMENDATION							
				BASED ON 32.5/36.5 TTO WITHOUT SEN ALLOWANCE							
UNQUALIFIED				GRADE 2		25 A/L		28 A/L		30 A/L	
WITHOUT SEN ALLOWANCE				LEAVE (WKS)		WTE		WTE		WTE	
FULL-TIME WTE				TOTAL WORKING WKS		45.59		46.21		46.64	
								28.80		29.07	
				SCP FT SALARY		28.42hrs		hrs		hrs	
	SCP	01/04/2008	01/04/2008	15	15895.00	13897.68	12376.33	14086.69	12541.81	14217.77	12659.39
	6	12334.00	12334.00	18	16991.00	14855.96	13229.70	15058.00	13406.60	15198.12	13532.28
	8	13027.00	13027.00	19	17626.00	15411.17	13724.13	15620.76	13907.64	15766.11	14038.02
10	13703.00	13703.00			17626.00	15411.17	13724.13	15620.76	13907.64	15766.11	14038.02
11	14587.00	14587.00			17626.00	15411.17	13724.13	15620.76	13907.64	15766.11	14038.02
12	14891.00	14891.00			17626.00	15411.17	13724.13	15620.76	13907.64	15766.11	14038.02

NB. Former Integration Assistants who gains the relevant qualification may move to GR3 (see Group A overleaf).

NB. Former Integration Assistants who have not gained the qualification by the end of the protection period cannot progress beyond GR2, scp 19

Calculation of Term-time only hours:

Contractual weekly hours multiplied by total number of working weeks inclusive of annual leave and bank holidays
52.14285 weeks = term-time only hours to be paid

divided by

Calculation of Part-time, term-time only annual salary:

Full-time annual salary divided by 36.5 hours/wk multiplied by TTO hours to be paid/week = annual salary

WTE = Whole Time Equivalent

Full-time salary divided by 52.142 wks/yr multiplied by total working weeks payable

NB:

HRIS Calculation of

Pay-

Year = 52.14285 weeks

Hours should be 2 decimal points only

Rules on calculation of TTO salary and pay as above

APPENDIX G

COVER SUPERVISION

1. The terms of the 2004 agreement with the Trade Unions on Cover Supervision continues to apply. An appropriately qualified and experienced member of staff can be asked to provide cover throughout the school other than in emergency situations to a maximum of 2 sessions per week.

2. Use of Teaching Assistants for Cover Supervision/ Specified Work

This should be read in conjunction with the Guidance for Schools on Cover Supervision issued with Note from WAMG in December 2003. The main focus of a Teaching Assistant role is to work with a teacher to add value within the classroom. Removing the Teaching Assistant from this role in order to provide cover will clearly diminish this role. Equally it is recognised that there are times when the Teaching Assistant will be the most appropriate person to provide cover. The advice below seeks to provide a balance between these often contradictory demands without compromising the integrity of the role.

3. Cover Supervision as part of normal Teaching Assistant Grade 3 job description

Grade 3 Teaching Assistants can be required to supervise the whole class for a short time in an emergency (normally for a period less than a whole lesson until the teacher returns or alternative arrangements are made) or for a very short period of planned absence for less than a whole lesson.

Cover supervision can only be undertaken in emergency situations for no more than 2 hours per week. This is not cumulative and should be as cover for a class in which they are normally employed.

If asked to undertake more than 2 hours per week on more than one occasion within the term the Teaching Assistant should be paid a responsibility allowance for that term.

4. Where an additional responsibility point is paid to a Teaching Assistant Level 3 for cover supervision

Teaching Assistants with a responsibility point can undertake a maximum of 2 sessions cover supervision in any one week. This is not cumulative and may be worked across the whole school.

5. Cover Supervision – Higher Level Teaching Assistants

The role of Higher Level teaching Assistants is such that cover supervision is not normally appropriate and the Higher Level Teaching Assistant should only be used where no suitable alternative is available. If an HLTA is used to undertake cover supervision this can only be in an emergency situation for no more than 2 hours per week. This is not cumulative.

6. Specified Work with Whole Classes – Higher Level Teaching Assistants

The HLTA role is additional and complementary to that of teaching staff. An HLTA post cannot be a replacement for a teaching post. The specified work undertaken by an HLTA must be in line with The Educational (Specified Work and Registration) (England) Regulations. It has been agreed with the Trade Unions that the maximum number of sessions that a HLTA can be asked to undertake specified work with a whole class is increased to six sessions per week (60%).

It is important to recognise that the terms “cover” and “cover supervision” are not interchangeable

7. The term “cover” refers to any arrangements for a class or group of pupils when the teacher normally responsible for teaching a particular class is absent from the classroom during the time they have been timetabled to teach.
8. “Cover Supervision” describes the situation when those arrangements do not involve “Specified Work” as defined in government regulations (i.e. active teaching) but appropriate supervision. It is only one of a range of strategies which a school may adopt to reduce significantly the amount of cover for absent colleagues which teachers at school are required to carry out. There is a clear objective that teachers should rarely cover unless employed wholly or mainly as a cover teacher.
9. What is Cover Supervision?

Cover supervision involves an appropriate member of staff covering the short – term absence of a teacher **BUT** does not involve that member of staff in active teaching. It includes the supervision of pupils who are undertaking pre-prepared exercises or suitable activity which ensures that they are appropriately occupied and maintain good behaviour.

APPENDIX H

LUNCHTIME SUPERVISORS (LTS) AND PLAY STAFF

- 1 The Local Authority is recommending that staff working less than 36.5 hours week should be classed as part-time and those staff working less than 52 weeks (allowing for leave) should be classed as pro-rata (usually term-time only). We have asked schools to start the consideration of where staff will be placed on the new GR scales. One of those important groups of staff needing to be assimilated is the Lunchtime Supervisory staff (including Senior Lunchtime Supervisors).

- 2 Currently, LTS work 38 weeks school term and are often asked to work for up to 5 further days for training. They currently receive pay for the full leave entitlement of 20 days annual leave, and after 5 years service, 25 days annual leave. In addition, these staff also receive pay for the full 12 bank and Extra Statutory Holidays. The Lunchtime Supervisors are then paid a half pay retainer payment for the remainder of weeks up to 52. So the current pay for a lunchtime supervisor with less than 5 years' service is:

39 weeks + 4 weeks annual leave + 2.4 weeks Bank Holidays + 6.74 weeks half pay retainer (3.37 full weeks pay) = 52.14 weeks or 48.79 paid weeks.

- 3 However, Lunchtime Supervisors are currently paid on a fairly low salary of scp 5 (£12,181) or scp 6 (£12355) with Senior Lunchtime Supervisors being paid on scp 7 (£12650). Both salaries are fixed; there is currently no incremental progression. These annual salaries are then divided by 52.14 and multiplied by 48.79. This is then divided by 52.14 and again divided by 37 to give the current hourly rate. This is multiplied by the actual working hours per week (e.g. 5, 7 ½ or 10 hours). An average Lunchtime Supervisor (e.g. scp 5) working 7.5 hours per week would currently therefore be paid in a total year :

$\text{£}12,181 / 52.14 \times 48.79 \div 37 \times 7.5 \text{ hours} = \text{£}2,310.48$

A Senior Lunchtime Supervisor's pay (e.g. scp 7) is calculated in a similar way:

$\text{£}12,650 / 52.14 \times 48.79 \div 37 \times 7.5 \text{ hours} = \text{£}2,399.43$

- 4 In the job evaluation exercise, both the generic Lunchtime Supervisors and the Senior Lunchtime Supervisors have been evaluated onto GR2. To have an employee and their line manager paid on the same GR grade is not suitable in the longer term. In theory, in the future, we could have

had a new Senior Lunchtime Supervisor paid less than the staff they were supervising.

- 5** It is proposed that a differential payment is made to Senior Lunchtime Supervisors/Senior Play Workers, in addition to the Pay Band 2 in recognition of their seniority/responsibilities. The differential payment will be £500 per year, however, discussions are continuing corporately about the level of this payment.
- 6** As we are recommending extending the new paid leave allowances and higher grades to all lunchtime supervisors and senior Lunchtime Supervisors, pay will now depend on service. The following sheets try to show how Lunchtime Supervisors pay and Senior Lunchtime Supervisors pay will be affected. Both groups gain from the proposals.

LUNCHTIME SUPERVISORS

						BASED ON 36.5 HRS TTO		LA RECOMMENDATION							
FULL-TIME				ACTUAL SALARY		GR									
SCP	01/04/2008			01/04/2007	01/04/2007	LEAVE (WKS)		25 A/L		28 A/L		30 A/L			
		Less .5833 abatement/wk	HOURLY RATE	Leave 20 days	leave 25 days			6.585		7.211		7.636			
						TOTAL WORKING WKS		45.59		46.21		46.64			
5	£12,181.00	£12,150.59	£6.298	48.771 wks	49.271 wks	£11,364.86	£11,481.37	HOURLY RATE		HOURLY RATE		HOURLY RATE		HOURLY RATE	
SCP	FT SALARY														
11	£14,306.00								£7.52	£12,508.15	£6.57	£12,678.25	£6.66	£12,796.23	£6.72
12	£14,912.00								£7.84	£13,037.99	£6.85	£13,215.30	£6.94	£13,338.28	£7.01
13	£15,312.00								£8.05	£13,387.72	£7.03	£13,569.79	£7.13	£13,696.06	£7.20
14	£15,570.00								£8.18	£13,613.30	£7.15	£13,798.43	£7.25	£13,926.83	£7.32
15	£15,895.00								£8.35	£13,897.46	£7.30	£14,086.46	£7.40	£14,217.54	£7.47
16	£16,278.00								£8.55	£14,232.33	£7.48	£14,425.88	£7.58	£14,560.12	£7.65
17	£16,663.00								£8.76	£14,568.94	£7.65	£14,767.07	£7.76	£14,904.48	£7.83
of term-time only annual salary:						Calculation		£8.93	£14,855.72	£7.81	£15,057.75	£7.91	£15,197.87	£7.99	
Full-time annual salary divided by 52.14285 multiplied by number of								£9.26	£15,410.92	£8.10	£15,620.50	£8.21	£15,765.86	£8.28	

Calculation of Part-time, term-time only hours:

Contractual hours multiplied by number of payable weeks divided by 52.142 weeks= TTO hours

Calculation of annual salary on TTO hours:

FTE salary divided by 36.5 hours multiplied by TTO hours = actual
salary

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SENIOR LUNCHTIME SUPERVISORS WITH £500 DIFFERENTIAL PAY

					BASED ON 36.5 HRS TTO			LA RECOMMENDATION					
FULL-TIME			ACTUAL SALARY		GR 2	LEAVE (WKS)		25 A/L 6.585		28 A/L 7.211		30 A/L 7.636	
SCP	01/04/2008	01/04/2007	01/04/2007										
Less .5833 abatement/wk		HOURLY RATE	Leave 20 days	leave 25 days	TOTAL WORKING WKS			45.59		46.21		46.64	
			48.771 wks	49.271 wks	SCP	FT SALARY+ £500.00 DP	HOURLY RATE	HOURLY RATE		HOURLY RATE		HOURLY RATE	
6	£12,355.00 £11,645.79	£12,324.59	£6.3882	£11,527.61	11	£14,806.00	£7.78	£12,945.31	£6.80	£13,121.36	£6.89	£13,243.46	£6.96
7	£12,650.00 £11,924.54	£12,619.59	£6.5411	£11,803.53	12	£15,412.00	£8.10	£13,475.16	£7.08	£13,658.41	£7.18	£13,785.51	£7.24
					13	£15,812.00	£8.31	£13,824.89	£7.26	£14,012.90	£7.36	£14,143.29	£7.43
					14	£16,070.00	£8.44	£14,050.47	£7.38	£14,241.54	£7.48	£14,374.07	£7.55
					15	£16,395.00	£8.61	£14,334.62	£7.53	£14,529.57	£7.63	£14,664.77	£7.71
					16	£16,778.00	£8.82	£14,669.49	£7.71	£14,868.99	£7.81	£15,007.35	£7.89
					17	£17,163.00	£9.02	£15,006.11	£7.88	£15,210.18	£7.99	£15,351.72	£8.07
					18	£17,491.00	£9.19	£15,292.89	£8.04	£15,500.86	£8.14	£15,645.10	£8.22
					19	£18,126.00	£9.52	£15,848.09	£8.33	£16,063.61	£8.44	£16,213.09	£8.52

Calculation of term-time only annual salary:

Full-time annual salary + £500 DP divided by 52.14285 multiplied by number of paid weeks (ie 45.59) = FTE salary

Calculation of Part-time, term-time only hours:

Contractual hours multiplied by number of payable weeks divided by 52.142 weeks= TTO hours

Calculation of annual salary on TTO hours:

FTE salary divided by 36.5 hours multiplied by TTO hours = actual

salary

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APPENDIX I

HIGHER LEVEL TEACHING ASSISTANTS

1. Higher Level Teaching Assistants are being assimilated to GR4 but some schools have already expressed concerns that if HLTAs are given access to the full range of GR4, they will be more expensive to employ than a fully qualified teacher. Concern has also been expressed about the current local limit for HLTAs of taking a maximum of 3 sessions of whole class specified work per week. In the consultation document, it had therefore been suggested that a bar be used at the third point of GR4.
2. However, during later detailed discussions with the Trade Unions, it has been now been agreed to increase the maximum number of whole class specified work sessions to 6 per week (or 60%). Normal incremental progression for two points will apply with any further progression being subject (as with all support staff) to the schools pay progression scheme. The details of this scheme will be developed with Trade Unions, Headteachers and Governors before April 2010.
3. HLTAs will be under the direction of teachers. As HLTAs are working with whole classes more, it enables the teachers to use their higher level pedagogical skills to work with individuals or groups of children who most need complex, high level strategies and quality of teaching.

HIGHER LEVEL TEACHING ASSISTANTS

POST - 2004 STAFF - SPINAL COLUMN POINT AT 01 APRIL 2008

LEVEL 4 HLTA TERM-TIME ONLY (36.5/37 FULL TIME)

	FULL-TIME	TTO SALARY	WTE
SCP 01/04/2008	01/04/2008	01/04/2008	26* 22001.00
	19313.31	19578.20	
27*	22730.00	19953.25	20226.92
28*	23473.00	20605.49	20888.10
29	24402.00	21421.00	21714.79
30	25220.00	22139.07	22442.71
31	26016.00	22837.83	23151.06

LA RECOMMENDATION BASED ON TTO WORKING 36.5HRS/WK				
GRADE 4		25 A/L	28 A/L	30 A/L
LEAVE)		6.585	7.211	7.636
(WKS				
TOTAL WORKING WKS		45.59	46.21	46.64
SCP	FT SALARY	31.91	32.35	32.65
29	24402.00	21333.36	21627.53	21828.09
29	24402.00	21333.36	21627.53	21828.09
29	24402.00	21333.36	21627.53	21828.09
29	24402.00	21333.36	21627.53	21828.09
30	25220.00	22048.50	22352.52	22559.81
31	26016.00	22744.40	23058.02	23271.85
32	26784.00	23415.82	23738.70	23958.84
33	27573.00	24105.60	24437.99	24664.62
34	28353.00	24787.51	25129.30	25362.34
35	28947.00	25306.82	25655.77	25893.69
36	29714.00	25977.36	26335.56	26579.78
37	30546.00	26704.74	27072.96	27324.02

* DELETED 01.09.07

NB. Pay of All Year Round HLTAs will not be affected. Some will gain on annual leave entitlement. Eg. FT HLTAs with more than 5 years service currently get 25 days A/L plus 12 days BHs.

Under Single Status, they will get 28 days plus 12 BHs. For more than 10 years service, they will be on 30 days plus 12 BHs.

As part of Single Status Negotiations with Trade Unions HLTAs can now be required to do 6 sessions of whole class duties and will therefore be able to progress normally with the first 2 annual increments. Any further progression will be subject to performance management.

APPENDIX J

PENSIONS & TERM-TIME ONLY

1. This section looks at the effect of transition from all year round/full-time to term-time only part-time on pensions calculation of pension benefits for part-time employees. Generally many staff will benefit from the transfer in terms of pension and lump sum. However, the new pension scheme has introduced new contribution rates which may lead to small increased contributions.
2. Within the Local Government Pension Scheme (LGPS), a member's pension benefits are based on two elements:-
 - Their pensionable pay earned in (usually) their last twelve months of LGPS membership
 - The number of years and days a member has been in the Scheme
3. For part-time employees, the calculation is slightly different to reflect the lower contribution compared to a full-time employee in that:-
 - the pensionable pay used is the full-time equivalent pay for the job and
 - the pensionable service is scaled down by the part-time proportion of hours
 - for part-time, term-time employees, the pensionable pay used is the equivalent full-time, term-time rate.
4. Under the new rules of the Local Government Pension Scheme, the contribution rate paid is based on the full-time equivalent pay for the job. If the person is term-time, it is based on the full-time equivalent, term time figure.

EXAMPLE 1 – full-time employee

Service: 20 years
Pay: £16,000
Pension contribution: 5.9%

Pension calculation

20 years x £16,000 / 60 = £5333 pa

EXAMPLE 2 – part-time employee

Service: 20 years
Hours: 18.5 / 37
Pay: £8,000 (for 18.5 hours)
£16,000 (for 37 hours)

Pension calculation

20 years x 18.5/37 = 10 years

£8,000 x 37/18.5 = £16,000

10 years x £16,000 / 60 = £2667pa

5. Examples - Teaching Assistants

Under these recommendations, current term-time only/part-time staff will be unaffected but current whole-year/full-time teaching assistants will be re-categorised as term-time only part-time employees, but remaining roughly on the same actual pay.

As a result of this, their new part-time service will be scaled down by the proportion of full time hours worked. As their service before the change was classed as full-time, it will not be reduced. As their new salary is effectively part-time salary, it has to be grossed up to a full-time equivalent for pension purposes. This new, higher, pay figure will apply across all of their LGPS membership, both before and after the change.

EXAMPLE 3 – 32.5 hour Teaching Assistant before Single Status current top of L3

Service: 20 years (at 32.5 hours full-time)
Pay: £16,736 (for 32.5 hours)
Pension contribution: 5.9%

Pension calculation

20 years x £16,736 / 60 = £5,579 pa

EXAMPLE 3 – after Single Status

Service: 10 years at 32.5 hours full-time
10 years at 32.5 / 36.5 term-time only (29.07 actual hours paid)
Pay: £16,736 (for 32.5 hours)
£21,412 (for 36.5 hours)
Pension contribution: 6.5%

Pension calculation

10 years at full-time = 10 years
10 years at 32.5 / 36.5 TTO = 7 years 350 days
Total pensionable membership = 17 years 350 days

Pension calculation

17 years 350 days x £21,412 / 60 = £6409 pa

EXAMPLE 4 – 16.25 hour teaching assistant before Single Status – Top of L2

Service: 20 years (at 16.25 hours part-time)
Pay: £12,675 (for 32.5 hours)
Pension contribution: 5.8%

Service calculation 20 years at part-time 0.5 = 10 years pensionable service

Pension calculation

$$10 \text{ years} \times £12,675 / 60 = £2112.50 \text{ pa}$$

EXAMPLE 4 – after Single Status

Service: 10 years at 16.25 hours /32.5 part-time

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10 years at 16.25 / 36.5 part-time term-time only Pay: £12,676 (for 32.5 hours)
£16,217 (for 36.5 hours)

Pension contribution: 5.9%

Service Calculation

$$\begin{array}{lcl} 10 \text{ years at part-time } 0.5 & = & 5 \text{ years} \\ 10 \text{ years at } 16.25 / 36.5 \text{ TTO} & = & 3 \text{ years } 357 \text{ days} \\ \text{Total pensionable membership} & = & 8 \text{ years } 357 \text{ days} \end{array}$$

Pension calculation

$$8 \text{ years } 357 \text{ days} \times £16,217 / 60 = £2427 \text{ pa}$$

Finally, all of the above calculations are intended as an illustration only. Your actual final pension benefits will be calculated by the Pension Fund at Wolverhampton City Council and will have regard to your final pay and service history and the Regulations in force at that time.

