

CONDITIONS OF SERVICE FOR SCHOOL TEACHERS IN

ENGLAND AND WALES

REVISED EDITION

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

The Local Government Association (LGA)

The Welsh Local Government Association (WLGA)

National Employers' Organisation for School Teachers (NEOST)

Association of School and College Leaders (ASCL)

National Association of Head Teachers (NAHT)

National Association of Schoolmasters Union of Women Teachers (NASUWT)

National Education Union (NEU)

Community Union

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Section 1: Introduction

- 1 This revised edition of the *Conditions of Service for School Teachers in England and Wales* ('The Burgundy Book') takes into account developments to the legislative framework for the employment of school teachers in schools as defined in paragraph 2.1 of Section 2. The agreement covers the general field of 'conditions of service' and represents the national agreement between the five teacher associations and local authorities (LAs).
- 2 The Council of Local Education Authorities (CLEA)/School Teachers' Committee (STC) is the agreed negotiating committee for the conditions of service of teachers employed by LAs, and both sides of the Committee expect individual LAs to adopt the agreements negotiated in the CLEA/STC and to incorporate them in the contracts of service of their teachers.¹
- 3 The LA is the employer of teachers in community, voluntary controlled and special agreement schools and is the body which determines the majority of their conditions of service. There are specific areas where this is not the case, however, and where it is no longer appropriate to provide detailed national agreements for the small number of teachers who are outside local management. Examples of these areas are dismissal and grievance procedures which are now within the control of the governing bodies of locally managed schools. LAs will need to determine procedures for teachers not in schools.
- 4 In voluntary aided schools (for example, those established by the Diocesan/Church Authorities), the governing body is the employer. In general, the Burgundy Book will have been incorporated into individual contracts of employment.
- 5 In foundation schools, the governing body is the employer. The conditions of service of teachers who transfer from LA employment when a school becomes a foundation school are protected by relevant legislation covering the transfer of staff. New employees taking up employment with foundation schools will also generally have Burgundy Book conditions incorporated into their individual contracts of employment.
- 6 In academies, the academy trust is the employer. The conditions of service for teachers who transfer to an academy are protected by relevant legislation covering the transfer of staff. New employees taking up employment with academies will also generally have Burgundy Book conditions incorporated into their individual contracts of employment.

¹ CLEA/School Teachers' Committee represented the employers and trade unions respectively. The Employers were represented by the Council of Local Education Authorities, a joint committee that included the Association of County Councils and the Association of Metropolitan Authorities (which came together along with the Association of District Councils on 1 April 1997 to form the Local Government Association, whilst the Welsh authorities were represented by the Welsh Local Government Association), and the School Teachers' Committee represented the trade unions.

- 7 This handbook sets out the national conditions of service for teachers. It is not an exhaustive list of provisions and it should be read in conjunction with an employer's own conditions, the conditions of employment as provided under the School Teachers' Pay and Conditions Document/School Teachers' Pay and Conditions (Wales) Document (STPCD/STPC(W)D) and the provisions of individual articles of government which may provide further safeguards for and obligations on the individual teacher.
- 8 The full provisions of the document are intended to apply to those full-time and part-time teachers defined in paragraph 1.1 of Section 2.

9 **Statement of particulars**

Written particulars of employment must be given to each teacher at the commencement of their employment, in accordance with the Employment Rights Act 1996.

Section 2: Definitions

1. Teachers

- 1.1. 'Teachers' means all teachers (including headteachers) who work in schools or in centrally managed LA services and who are remunerated either on a full-time basis or a part-time basis, other than:
- (a) those employed on a day-to-day or other short-notice basis (i.e. teachers paid at a daily or hourly rate) under the terms of the STPCD/STPC(W)D; and
 - (b) those employed on a temporary basis either for a period of one term or less or as substitutes for permanently appointed teachers absent for reasons such as secondment, prolonged illness or maternity.
- 1.2. Those teachers falling within category (a) of paragraph 1.1 above shall be covered by paragraphs 5 and 6 of Section 3, paragraphs 1, 2 and 4 of Section 6, Section 7 and paragraphs 1 and 2 of Section 8.
- 1.3. Those teachers falling within category (b) of paragraph 1.1 above shall be covered by all sections of the document, except paragraph 4 of section 3, unless there is no other stated notice provision within their contract.

2. Schools

- 2.1. 'Schools' means all schools which are primary (including nursery), secondary or special under the terms of the Education Act 1944, together with any units either associated with a school or otherwise operated under section 19 of the 1996 Education Act. This definition will also include middle schools.

3. Approved Medical Practitioner

- 3.1. 'Approved Medical Practitioner' means any registered medical officer nominated or approved by the employer.

4. Continuous Employment

- 4.1. 'Continuous Employment' is computed in terms of weeks in the manner laid down in the Employment Rights Act 1996.
- 4.2. Any period of continuous employment should start from the date of commencement of employment with the employing authority unless the authority provides otherwise.
- 4.3. Any qualifying period of continuous employment, as defined and computed in paragraphs 4.1 and 4.2 above, shall not be broken by periods of approved leave of absence, whether it be with or without pay. A period of school closure would not normally constitute a break in continuity of employment.

Section 3: Appointment: Resignation: Retirement

1. Salary

- 1.1. Teachers shall be paid salary in accordance with the terms of the STPCD/STPC(W)D by monthly instalments and should receive not less than one third of a year's salary for each full term's service. For the purpose of these arrangements, the three terms in each year shall be constituted as follows:
- (i) the Summer term from May 1 to August 31;
 - (ii) the Autumn term from September 1 to December 31; and
 - (iii) the Spring term from January 1 to April 30.
- 1.2. Teachers taking up work on first appointment, or on re-appointment, or on transfer from another employer:
- (a) at the commencement of a school term will be paid salary:
 - (i) after the Summer vacation from September 1, or from the first school day of the Autumn term if this shall be earlier than September 1;
 - (ii) after the Christmas vacation from January 1; and
 - (iii) after the Easter vacation from May 1, or from the first school day of the Summer term if this be earlier than May 1.
 - (b) during the school term will be paid salary from the first school day worked by the teacher.

2. Teachers resigning their appointments

- 2.1. All teachers resigning their appointments will be paid salary:
- (i) at the end of the Summer term to August 31, or, in the case of a teacher resigning to take up an appointment with another employer, to the day preceding the day on which the school under the new employer opens for the Autumn term if this be earlier than September 1;
 - (ii) at the end of the Autumn term to December 31; and
 - (iii) at the end of the Spring term to April 30, or, in the case of a teacher resigning to take up an appointment with another employer, to the day preceding the day on which the school under the new employer opens for the Summer term if this be earlier than May 1. A teacher resigning their appointment with effect from the end of the Spring term to take up an appointment with another employer should not be required by the

former employer to attend the first days of the Summer term if that commences earlier than May 1.

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

3. Deduction of salary

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

4. Period of notice and termination of contract

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

5. Medical grounds

- 5.1. The Education (Health Standards) (England) Regulations 2003 deal with the screening of entrants to the teaching profession and the health standards of teachers and the powers whereby in certain circumstances a teacher may have their employment suspended or terminated on medical grounds.² For Wales, the provisions of The Education (Health Standards) (Wales) Regulations 2004 apply. DfEE Circular 4/99 dated 12 May 1999 gives guidance on the application of these regulations.
- 5.2. In addition, an employer shall make known to a teacher any other rules and procedures they may have for termination of employment on medical grounds.

² It should be noted that these regulations must be applied in the context of Part 5 of the Equality Act 2010.

6. Retirement

- 6.1. Where a teacher retires before the term in which they attain their normal pension age, they may be entitled to additional benefits in accordance with the Teachers' Pensions Regulations 2014 and the Teachers' (Compensation for Redundancy and Premature Retirement) Regulations 2015. Details of these benefits are set out in Appendix I.

7. Maternity

- 7.1. The maternity leave and pay provisions are set out in Section 5, including the right to return to work.
- 7.2. If a pregnant woman, trans man or non-binary teacher does not wish to take maternity leave and instead intends to leave their employment, they may notify the employer,³ in writing, that they wish to terminate their employment. This notification shall be given at least 21 days before such termination, or as soon as is reasonably practicable, to take effect within the period 11 weeks prior to the expected week of childbirth.

³ *LAs may wish to delegate this to schools.*

Section 4: Sick Pay Scheme

1. Leave of absence

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

2. Sick leave and pay

- 2.1. Provided the appropriate conditions are met, a teacher absent from duty because of illness (which includes injury or other disability) shall be entitled to receive in any one year sick pay as follows:

During the first year of service	Full pay for 25 working days and after completing four calendar months' service, half pay for 50 working days.
During the second year of service	Full pay for 50 working days and half pay for 50 working days.
During the third year of service	Full pay for 75 working days and half pay for 75 working days.
During the fourth and subsequent years of service	Full pay for 100 working days and half pay for 100 working days.

For the purpose of the sick pay scheme, 'service' includes all aggregated teaching service with one or more LA.

- 2.2. Each employer has discretion to exceed the minimum entitlement for sick leave and should review the position of teachers at an early opportunity and before their entitlements to paid sick leave expire.
- 2.3. For the purpose of this scheme, 'working days' means teaching and non-teaching days within 'directed time', as specified within the STPCD/STPC(W)D.

3. Sick pay

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

4. Sick leave year

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

5. Deductions from sick pay

- 5.1. Full pay. Subject to paragraphs 6.1 and 7 below, where sick pay equals full pay, the amount of Employment and Support Allowance and/or equivalent social security payments or any treatment allowance received from the Department of Work and Pensions shall be deducted.
- 5.2. Half pay. Where sick pay is less than full pay, deductions shall be made only so far as is necessary to ensure that sick pay together with Employment and Support Allowance and/or equivalent social security payments do not exceed full (ordinary) pay.
- 5.3. Deductions equivalent to those in paragraphs 5.1 and 5.2 above shall be on the basis that the teacher is eligible to receive such benefits, payments or allowances whether or not they take the necessary steps to obtain them.
- 5.4. Deductions equivalent to those set out in paragraph 5.1 above shall be made from the sick pay of a teacher who is a married woman or a widow and has elected to pay reduced contributions under the terms of the Social Security Act 1975 and Social Security Contribution Regulations 1979, provided that, where a widow is in receipt of a widow's or widowed mother's allowance or widow's pension, regard should be paid in calculating the amount of sick pay only to such part of the national insurance benefit receivable as is in excess of the amount received by the teacher from the Department of Social Security in weeks of full normal employment.

6. Termination of employment during a period of sick leave

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

7. School closure periods

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

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

they are on full sick pay	they shall continue on full sick pay, but the closure period is not counted against their entitlement under 2.1 above.
they are on half sick pay	they shall continue on half sick pay, but the closure period is not counted against their entitlement.
they have exhausted their sick pay entitlement and are not receiving any pay	they shall continue to receive no pay.

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

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

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

8. Conditions

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

- (a) notification is made to the employer as may be required, not later than the fourth working day of absence;
- (b) a Fit Note is supplied not later than the eighth day of absence;
- (c) a new Fit Note is supplied upon expiration of the current Fit Note;
- (d) in the case of prolonged or frequent absence, the teacher undertakes any examination that the employer may require by an approved medical practitioner nominated by them, subject to the provisions of the Access to Medical Reports Act 1988 where applicable and the Data Protection Act 2018. The cost of the examination shall not be borne by the teacher. The teacher's own doctor may be present at such an examination at the teacher's request; or
- (e) the teacher declares to the satisfaction of the employer their entitlement to benefits under the relevant Acts as well as any alteration in the entitlement to such benefits.

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

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

9.1. In the case of absence due to accident, injury or assault attested by an approved medical practitioner to have arisen out of and in the course of the teacher's employment, including attendance for instruction at physical training or other classes organised or approved by the employer or participation in any extracurricular or voluntary activity connected with the school, full pay shall in all cases be allowed, such pay being treated as sick pay for the purposes of paragraphs 3 to 7.5 above, subject to the production of self-certificates/doctor's statement/Fit Note from the day of the accident, injury or assault up to the date of recovery, but not exceeding six calendar months.

9.2. Where a teacher is still absent due to accident, injury or assault after the initial six months' period, the question of any extension of payment under paragraph 9.1 shall be considered. In the event of no extension of leave being granted under paragraph 9.1, the teacher shall be entitled to normal sick leave and pay under the terms of paragraph 2.1 according to their length of service as prescribed by that paragraph.

9.3. Absence resulting from accidents, injuries or assaults referred to in sub-paragraph 9.1 shall not be reckoned against the teacher's entitlements under paragraph 2 above, though such absences are reckonable for entitlement to Statutory Sick Pay.

9.4. For the purpose of sub-paragraph 9.1, 'absence' shall include more than one period of absence arising out of a single accident, injury or assault.

10. Contact with infectious diseases

- 10.1. When the approved medical practitioner attests that there is evidence to show a reasonable probability that an absence was due to an infectious or contagious illness contracted directly in the course of the teacher's employment, full pay shall be allowed for such period of absence as may be authorised by the approved medical practitioner as being due to the illness, and such absence shall not be reckoned against the teacher's entitlement to sick leave under paragraph 2 above, though such absences are reckonable for entitlement to Statutory Sick Pay.
- 10.2. Where the absence is attested by the approved medical practitioner to be due to pulmonary tuberculosis and the teacher carries out an approved course of treatment, full salary shall be paid in respect of the first 12 calendar months of the period of absence after attestation, and further full or half-pay shall be allowed at the discretion of the employer.
- 10.3. A teacher residing in a house in which some other person is suffering from an infectious disease shall at once notify the employer and the teacher shall, if required, take such precautions as may be prescribed, provided that if in the opinion of the approved medical practitioner it is considered inadvisable, notwithstanding such precautions, for such teacher to attend duty, full pay shall be allowed during any enforced absence from duty, such pay being sick pay for the purpose of paragraphs 3 to 7.5 above. This provision will also apply where, in the opinion of an approved medical practitioner, it is inadvisable for a teacher to attend duty for precautionary reasons due to infectious disease in the workplace. The period of the absence under this paragraph shall not be reckoned against the teacher's entitlement to sick leave under paragraph 2 above, though such absences are reckonable for entitlements to Statutory Sick Pay.

11. Absences caused by negligence

- 11.1. If the absence of the teacher is occasioned by the actionable negligence of a third party in respect of which damages are recoverable, they shall advise the employer forthwith and the employer may require the teacher to refund a sum equal to the aggregate of sick pay paid to them during the period of disability of such part thereof as is deemed appropriate, but not exceeding the amount of the damages recovered. In the event of the claim for damages being settled on a proportionate basis, the employer will require full details and will determine the actual proportion of sick pay to be refunded by the teacher.
- 11.2. If the employer, in consultation with the governing body as appropriate, is of the opinion that the disability which has occasioned the teacher's absence from work is due to their misconduct, or if the teacher has failed to observe the conditions of this scheme or has been guilty of conduct prejudicial to their recovery, the payment of any sick pay under the scheme may be suspended by the employer. In any such case, the employer shall inform the teacher of the grounds upon which the payment of sick pay has been suspended. The teacher will then be given the opportunity to submit their observations and to appear (accompanied by a representative if they so

wish) before the employer, or governing body, as appropriate. The employer, in consultation with the governing body as appropriate, will thereupon decide whether the disability was due to the conduct of the teacher or whether the teacher failed without reasonable cause to observe the conditions of the scheme, or has been guilty of conduct prejudicial to their recovery, in which case the teacher shall forfeit their right to any payment or further payment of sick pay in respect of that period of absence.

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

Section 5: Maternity Scheme⁴

1. To whom this scheme applies

The occupational maternity scheme shall apply to all pregnant women, trans men, and non-binary teachers, regardless of the number of hours worked per week.

2. Initial obligations on the teacher

- (a) Continue to be employed by the employer (whether or not at work) immediately before the start of their absence;
- (b) Notify the employer,⁵ in writing, as soon as practicable, but not later than 14 weeks (unless there is good cause) before the expected week of childbirth (EWC) that they wish to be absent for maternity. If requested by the employer⁶, they must produce a certificate from a registered medical practitioner or a certified midwife stating the expected week of childbirth;
- (c) Notify the employer⁷ at least 21 days before they wish to start maternity leave, or as soon as is reasonably practicable:
 - (i) that they are pregnant;
 - (ii) of the EWC, by means of a medical certificate if the employer⁸ requests it; and
 - (iii) when they wish to start leave, in writing if requested.

The beginning of the teacher's absence shall:

- (iv) be no earlier than 11 weeks before the EWC.
- (d) Declare in writing at the time of notification of their intended absence (under (b) above) that they intend to return to work with the employer (if that is the teacher's intention and if the teacher is able to return to work with the employer); and
- (e) Not remain at work if certified medically unfit to do so (taking into account the provisions of the Management of Health and Safety at Work Regulations 1999).

⁴ The provisions relating to the calculation of maternity pay (paragraph 8) and rights on return to work (paragraph 6) are deemed to include a 'maternity equality clause' under Sections 73 and 74 of the Equality Act 2010.

⁵ LAs may wish to delegate this to schools.

⁶ Ibid.

⁷ Ibid.

⁸ Ibid.

3. Antenatal care

- 3.1. Any pregnant teacher has the right to paid time off to attend for antenatal care. Following the first appointment, the teacher must produce evidence of subsequent appointments if requested to do so by the employer.

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

- 4.1. All teachers, irrespective of length of service, are entitled to remain absent for up to 52 weeks. Subject to paragraph 4.2(b), a teacher will not be allowed to commence their absence earlier than 11 weeks before the EWC or to return to work earlier than two weeks after the day of childbirth.
- 4.2. Subject to paragraph 4.1, teachers have a right to choose when to start their maternity leave. The exceptions are:
- (a) where the teacher is absent from work ‘wholly or partly because of pregnancy or childbirth’ after the beginning of the 4th week before the EWC. In these circumstances, maternity leave will be automatically triggered and will commence on the day following the first day of such absence;⁹ and
 - (b) where the baby is born before maternity leave commences. In these circumstances, the day following the date of childbirth should be regarded as the first day of maternity leave.¹⁰

5. Subsequent obligations on the teacher

- 5.1. The teacher’s subsequent obligation is to return to their job for at least 13 weeks (including periods of school closure) as a qualifying condition to occupational maternity pay. This requirement may be reduced at the discretion of the employer (see paragraph 8 below for entitlement to pay).
- 5.2. Where the employer¹¹ agrees, a full-time teacher may return to work on a part-time basis for a period which equates to 13 weeks of full-time service. Similarly, where the employer agrees, a part-time teacher may return to work on a different part-time basis for a period which equates to 13 weeks of part-time service relating to their previous contract.
- 5.3. The 13-week period (or part-time equivalent) starts from the date the teacher returns to work or the date during the school holiday on which the teacher is declared medically fit to be available to work.

⁹ Regulation 6(1)(b) *Maternity and Parental Leave etc. Regulations 1999*.

¹⁰ Regulation 6(2) *Maternity and Parental Leave etc. Regulations 1999*.

¹¹ LAs will want to consult schools before exercising this discretion.

6. Return to work

- 6.1. Subject to sub-paragraph 6.2 below, a teacher's right to return to work is a right to return to the job in which they were employed under their original contract of employment and on terms and conditions not less favourable than those which would have been applicable to the teacher, had they not been absent. 'Job', for this purpose, means the nature of the work which the teacher is employed to do and the capacity and place in which they are so employed.
- 6.2. Where it is not practicable by reason of redundancy for the employer to permit the teacher to return to work in their job as defined in sub-paragraph 6.1 above, the teacher shall be entitled to be offered a suitable alternative vacancy where one exists, provided that the work to be done in that post is suitable to the teacher and appropriate to the circumstances, and that the capacity and place in which the teacher is to be employed and their terms and conditions of employment are not substantially less favourable to them than if they had been able to return to the job in which they were originally employed.

7. Notification of return to work

- 7.1. A teacher who takes maternity leave shall notify the employer, in writing, at least 21 days before the day on which they propose to return of the date of their intended return if this is before the end of the 52 weeks' maternity leave. Where this notification is not given, the employer can postpone the teacher's return for a period of up to 21 days, or until the end of their maternity leave if this is sooner.
- 7.2. Where a teacher is unable to return to work at the end of their period of maternity leave due to sickness, the sick pay scheme as set out in Section 4 shall apply to such absence.

8. Maternity pay

- 8.1. Teachers who have less than one year's continuous service as a teacher with one or more LA at the beginning of the 11th week before the EWC shall be entitled to Statutory Maternity Pay (SMP) only.
- 8.2. Payment of maternity pay to a teacher who has completed not less than one year's continuous service as a teacher with one or more LA at the beginning of the 11th week before the EWC shall be in accordance with the provisions set out below and shall be made on the condition that the teacher will be available, or able, to return to work for the required period specified in paragraph 5 above.
- 8.3. A teacher shall be entitled to maternity pay as follows:

- (a) A teacher eligible for SMP will have the payments made in the first six weeks of absence, offset against the payments made under b) and c) below.
 - (b) For the first four weeks of absence, full pay, offset against payments made by way of SMP or Maternity Allowance (MA) for employees not eligible for SMP.
 - (c) For the next two weeks of absence, 9/10ths of a week's salary, offset against payments made by way of SMP or MA for employees not eligible for SMP.
 - (d) For the next 12 weeks of paid absence, half pay without deductions except by the extent to which the combined pay and SMP (or, if not eligible for SMP, maternity allowance and any dependants' allowances) exceeds full pay.
 - (e) For the next 21 weeks, payment of SMP or MA, as appropriate.
 - (f) No pay for any remaining period of absence up to the date of return notified by the teacher.
- 8.4. In the event of the teacher not being available, or being unable to return to their job for the required period, the teacher shall refund such sum after the first six weeks' payment as the employer at their discretion may decide. Payments made by way of SMP are not refundable.

9. Relationship with sickness

- 9.1. Maternity leave will not be taken into account for the calculation of the period of entitlement to sickness leave.

10. Definitions

- 10.1. For the purpose of this scheme, a week's pay shall be treated as the amount payable to the teacher under the current contract of employment. If there are significant variations in the teacher's salary, the average salary over the 12 weeks preceding the date of absence shall be treated as a week's salary.
- 10.2. Childbirth means the birth of a living child or the birth of a child whether living or dead after 24 weeks of pregnancy.
- 10.3. Nothing in the above provisions shall be construed as providing rights less favourable than statutory rights.

11. Other absences

- 11.1. If in the early months of pregnancy a teacher is advised by an approved medical practitioner to be absent from school because of the risk of rubella, the teacher shall be granted leave with full pay, provided that the teacher does not unreasonably refuse to serve in another school where there is no such undue risk.
- 11.2. Absence on account of illness which is attributable to the pregnancy, including absence on account of miscarriage, and which occurs outside the period of absence

for maternity, shall be treated as ordinary absence on sick leave and shall be subject to the conditions normally governing such leave, provided it is covered by a doctor's statement. Employers shall ensure compliance with the Equality Act 2010.

12. Adoption

- 12.1. The employer may, at their discretion, extend to adoptive parents the relevant postnatal sections of this scheme.

13. Other provisions

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

Section 6: Other Leave

1. Leave for examinations

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

2. Leave for jury and other public service

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

3. Leave for accredited representatives of recognised teachers' organisations

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

4. Leave for other purposes

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

Section 7: Grievance and Disciplinary Procedures, etc.

1. Employers shall draw up appropriate procedures at local level to deal with individual grievances, breaches of discipline and dismissal, having due regard to the provisions of any relevant regulations.
2. Sometimes collective disputes may arise between teachers' unions and LAs as the employers of teachers. **Appendix IV** to this Scheme sets out the national agreement relating to the handling of collective disputes.

Section 8: Miscellaneous Conditions

1. Insurance for the teacher

1.1. Assaults on teachers

- (a) A teacher, or in the event of their death, their dependants, shall be indemnified against financial loss caused, in the opinion of the employing authority, by violent or criminal assault suffered in the course or as a consequence of their employment.
- (b) The indemnification shall not be less favourable than:
 - (i) In the event of death within 12 months from the date of the assault and, in the opinion of the authority by reason thereof, the equivalent of five years' gross remuneration at the rate applying at the date of the assault or £35,000, whichever is the greater, where the teacher leaves one or more dependants. Where the employee has left no dependants, the sum of £950 shall be payable.
 - (ii) In the event of permanent total or partial disablement as a result of the assault the percentage specified in the scale set out in Appendix V of five times gross remuneration applying at the date of the assault or of £35,000, whichever is the greater, provided that such payments shall at the discretion of the authority be reduced by the amount of any damages, or compensation recoverable in respect of the particular injuries.

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

- (c) This agreement is not intended to prevent an employing authority from paying amounts exceeding those specified in sub-paragraph 1.1(b) if it is considered to be reasonable to do so or from providing also for circumstances other than assault if the authority is satisfied that such provision can lawfully be made.

1.2. Compensation for victims of crimes of violence

- (a) A teacher who is absent from work because of injury, in respect of which a claim will lie in the Criminal Injuries Compensation Authority and is otherwise qualified to receive sick pay, shall receive such sick pay without their being required to refund any proportion of it from the sum which the Compensation Authority may award.
- (b) Where an award has been made by the Compensation Authority, the employing authority shall be free to discount wholly or partly the period of sick leave occasioned by the injury, in calculating the teacher's entitlement to pay as they may see fit on consideration of all the material circumstances.

1.3. Loss or damage to personal property

- (a) The teacher shall be entitled to such compensation for losses or damages to personal property sustained during the course of their duties at school or during approved out-of-school activities as may be provided by the authority in pursuance of the national recommendations set out in paragraph 1 of **Appendix V**.

1.4. Teachers on 'out-of-school' activities

- (a) The teacher or their dependants shall, in certain circumstances, be entitled to compensation for death, personal loss or injury sustained during activities voluntarily undertaken out of school, but during a school activity which is outside the scope of their contract of service.
- (b) The provisions made by the authority for this shall not be less favourable than and otherwise in accordance with the national recommendations set out in paragraph 2 of **Appendix V**.

2. **Travelling allowances for teachers**

Teachers who are required to undertake journeys to facilitate the discharge of their duties shall be entitled to travelling allowances in respect of those journeys. The national recommendations for such allowances are set out in paragraph 4 of **Appendix V**.

3. **Teachers and the school meals service**

Recommendations contained in the 1968 School Meals Agreement are set out in **Appendix VI**.

4. Additional arrangements for teachers in residential special schools and social service establishments providing education

Teachers who are appointed to residential special schools or social service establishments may be required, as part of their contract, to undertake additional duties for which they may be eligible for additional allowances negotiated within the Joint Negotiating Committee for Teachers in Residential Establishments. Teachers are also liable to pay certain charges as a result of national agreements.

5. Boarding establishments associated with primary and secondary schools

There are no national agreements for allowances or charges. The teacher shall be informed on appointment what local arrangements obtain.

6. Conditions of employment

Other conditions of employment and working time for teachers are set out in the STPCD/STPC(W)D.

Appendix I: Premature Retirement Compensation

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

1. This agreement has been made, in accordance with their joint concern and responsibility for well-ordered relations between authorities and their teachers, between the CLEA, acting on behalf of the Local Government Association, and the recognised teachers' organisations in England and Wales represented on the Teachers' Superannuation Working Party. The agreement is without prejudice to the teachers' organisations' general policy of opposition to redundancy.
2. The agreement sets out procedures for consultation at local level between the teachers' organisations and individual authorities in considering the application of the regulations for payment of premature retirement compensation (PRC) to teachers who retire early on one of two grounds-either by reason of redundancy or in the interests of an authority's efficient exercise of its functions.
3. The main provisions for the payment of PRC, embodied in the Teachers' (Compensation for Redundancy and Premature Retirement) Regulations 2015, are set out in Annex A. Nothing in the regulations overrides in any way the duties and rights of authorities and teachers contained in employment legislation, the relevant teachers' tenure agreements and other relevant collective agreements.
4. Parallel to the statutory regulations on the payment of PRC, is entitlement to redundancy pay under the *Employment Rights Act 1996*. Details are at Annex B.
5. The legislation requires a LA, like any employer, to discuss any impending redundancy with representatives of the teacher unions recognised for collective bargaining purposes. Such consultations must begin at the earliest opportunity. The CLEA and the teachers' organisations have agreed that in the first instance, the joint consultations should comprise a thorough examination of all alternative courses of action; for example, redeployment and retraining, which may obviate the need for any redundancies.

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

- (a) the reasons for their proposals;

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

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

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

8. Any problems of interpretation of this agreement may be referred to the secretaries of the appropriate authorities' or teachers' organisations for any appropriate joint consideration. Any grievance between an authority and its teachers on the use of the provisions for premature retirement compensation should be dealt with in accordance with the existing procedures for the resolution of grievances or disputes.

Local Management of Schools

9. Local Management of Schools (LMS) has transferred a number of functions in connection with consultation on redundancy from LAs to governing bodies of individual schools. Nevertheless, the general principles set out in paragraphs 1 to 8 above provide a model of good practice and are commended to governing bodies.
10. **Annex A**, which deals with premature retirement compensation, and **Annex B**, which deals with redundancy payments, take into account the effects of LMS.¹²

¹² *Premature retirement and redundancy is now subject to the Teachers' (Compensation for Redundancy and Premature Retirement) Regulations 2015, and subsequent amendments, and the LA's scheme of financial delegation to schools as specifically referred to in Section 37 of the Education Act 2002.*

Annex A: Premature Retirement Compensation

1. Premature Retirement Compensation

Premature retirement is retirement before normal pension age by reason of redundancy or in the interests of the efficient exercise of the employer's function. A teacher who retires prematurely may be entitled to benefits from two sources:

- (i) *The Teachers' Pension Scheme Regulations 2014; and*
- (ii) *The Teachers' (Compensation for Redundancy and Premature Retirement) Regulations 2015.*

2. The Teachers' Pension Scheme Regulations 2014

- 2.1 Provision is made in the above Regulations for the payment of retirement benefits to pensionable teachers in membership of the Teachers' Pensions Scheme (TPS) who are aged 55 years or over, and whose employer certifies to the Secretary of State that the teacher has retired prematurely by reasons of redundancy or in the interests of the efficient exercise of the employer's function. The amount of pension payable will be dependent upon salary and length of pensionable service in the scheme. With effect from 1 September 1997, the employer is responsible for paying a proportion of the lump sum and pension.
- 2.2 Retirements benefits, under the Teachers' Pensions Regulations, to teachers who reach their normal pension age are payable without certifying to the Secretary of State.
- 2.3 Teachers who have opted out of the TPS will need to check terms of their personal pension plan.

3. The Teachers' (Compensation for Redundancy and Premature Retirement) Regulations 2015

- 3.1 These regulations enable the award of extra benefits to the retiring teacher beyond those payable under the Teachers' Pensions Regulations, i.e. the granting of additional years of service to compensate for pension benefits the teacher could otherwise have expected to earn up to normal pension age. Payment of this award is by the 'compensating authority' from authority funds and not from the TPS.
- 3.2 To qualify for these extra benefits, the teacher's employer must certify to the Secretary of State that the teacher is retiring prematurely by reasons of redundancy, or in the interests of the efficient exercise of the employer's function. Having thus certified, the 'deciding authority', at its discretion, may award an additional period of service.

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

- (i) ten years;
- (ii) the total length of the teacher's existing service;
- (iii) such as would bring the teacher's service up to the date the teacher reaches their normal pension age; and
- (iv) any periods of compensation with which the teacher has previously been credited.

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

- (i) they are in relevant employment;
- (ii) they are eligible for participation in the TPS (though they may have opted out);
- (iii) they are aged at least 55, but also under normal pension age when employment is terminated;
- (iv) they have served at least five years as a teacher eligible for participation in the TPS.

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

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

3.6 These regulations also enable public sector employers to make enhanced severance payments to teachers. For teachers aged between 55 and their normal pension age, the enhanced severance payment may be paid as an alternative to the granting of premature retirement benefits on grounds of efficiency or redundancy.

4. Compensation for Redundancy

4.1 In addition, where a teacher in relevant employment is made redundant and becomes entitled to a redundancy payment under the *Employment Rights Act 1996*, the 2015 Regulations permit the 'deciding authority', at its discretion, to make an additional payment to the teacher.

- 4.2 These payments are not restricted to teachers aged 55 or over, nor is it necessary for the teacher's employment to have been pensionable under the Teachers' Pensions Regulations.
- 4.3 In these circumstances, the maximum additional payment which may be made is the difference between the redundancy payments to which the teacher is entitled under the 1996 Act, and the redundancy payments they would have received if the upper earnings limit set under the Act had not applied.

5. Schools with delegated budgets

- 5.1 Where schools have delegated budgets under a scheme approved by the Secretary of State, the governing body is the 'deciding authority' for crediting extra years, while the LA remains the compensating authority. For the purposes of the PRC regulations, a LA must, where so requested by the governing body, notify the Secretary of State that the teacher's employment was terminated by reason of redundancy or in the interests of the efficient discharge of the employer's functions.
- 5.2 The Education Act 1997 has amended Section 139 of the Education Act 1996 so that the agreement of the authority is required before the cost of premature retirement is met from the authority's funds rather than being charged to the school's budget. This amendment is effective for premature retirements on or after 21 March 1997. Until 31 August 1997, the provisions apply to the cost of 'added years' only; from 1 September 1997, the provisions apply both to the cost associated with the employer's contribution towards the lump sum and the pension and to the cost of added years.

6. Calculation of Compensation

- 6.1 The annual compensation payable to a credited teacher is calculated in the same way as the pension payable in respect of pensionable service under the Teachers' Pensions Regulations.
- 6.2 Where, upon the death of a teacher in receipt of a compensatory pension, a spouse's, civil partner's, qualifying partner's, nominated beneficiary's or children's pension becomes payable under the Teachers' Pensions Regulations (or would have been payable if the teacher had not opted out of the TPS), a supplementary spouse's, civil partner's, qualifying partner's, nominated beneficiary's or children's compensatory pension would become payable by the compensating authority, based on the added years granted to the teacher.
- 6.3 Where a teacher has been credited with more than six and two-thirds years of additional service under paragraph 3.3 above, and they are also entitled to a redundancy payment (in respect of the loss of former employment), the lump sum in respect of the enhancement must be reduced by 30% of the amount of the redundancy payment for each year in excess of six and two-thirds years. If the

amount of the reduction is greater than the enhanced lump sum, the outstanding balance is recovered by permanently reducing the annual enhancement pension, in accordance with actuarial tables.

- 6.4 Cost of living increases will apply in accordance with the provisions of the Pensions Increase Acts in respect of the accrued pension under the TPS and the compensatory annual allowance payable by the compensating authority. Those increases will not apply until age 55, at which stage the pensions will be increased to take account of all the rises in the cost of living between the teacher's date of retirement and 55th birthday. Cost of living increases will also be applied to spouses, civil partners, qualifying partners, nominated beneficiaries and children's pensions payable under paragraph 6.3, in which circumstances the age 55 restriction would not apply.
- 6.5 A credited teacher is required to notify the compensating authority within one month of entering or leaving new employment.
- 6.6 Compensation (other than lump sum compensation) is payable in arrears at intervals of one month or such other intervals (not being less than a month) as may be agreed by both parties.

7. Deciding and Compensating Authorities

- 7.1 For the purpose of the Premature Retirement Compensation Regulations, the deciding authority is the body with the power to decide which teacher receives compensation and how much enhancement should be awarded, and the compensating authority is the body which pays the enhancement to the teacher. See, however, paragraph 5.2 above.
- 7.2 For LA maintained schools without delegated budgets and LA employment other than at school, the LA is both the deciding and the compensating authority.
- 7.3 For LA maintained schools with delegated budgets, the governing body of the school is the deciding authority and the LA is the compensating authority.

Annex B: Redundancy Payments

1. For the purpose of redundancy payments as defined in the Employment Rights Act 1996, an employee who is dismissed shall be taken to be dismissed by reason of redundancy if the dismissal is attributable wholly or mainly to:
 - (a) the fact that their employer has ceased, or intends to cease, to carry on the business¹³ for the purpose of which the employee was employed by them, or has ceased, or intends to cease, to carry on that business in the place where the employee was so employed; or
 - (b) the fact that the requirement of that business for employees to carry out work of a particular kind, or for employees to carry out work of a particular kind in the place where the employee was so employed, have ceased or diminished or are expected to cease or diminish.

2. A teacher's entitlement to a redundancy payment depends upon them having two years' continuous service with organisations included in the Redundancy Payments (Continuity of Employment in Local Government, etc.) (Modification) Order. Where a teacher has previously received a redundancy payment, continuity of service for the basis of the new payment will discount the previous relevant service.

3. The Employment Rights Act 1996 prescribes the following entitlement to a redundancy payment:

For each year of reckonable service from age 41	1.5 weeks' pay
For each year of reckonable service from age 22 to 40	1 week's pay
For each year of reckonable service at age 21 or below	0.5 week's pay
Reckonable service is limited to a maximum of 20 years	

4. Under the Redundancy Payments (Continuity of Employment in Local Government, etc.) (Modification) Order 1999, continuous service with LAs and other organisations included in the Order must be aggregated, subject to a maximum of 20 years' service. There is a prescribed limit to the amount of a week's pay which can be taken into account. This is reviewed in April each year. However, the Teachers' (Compensation for Redundancy and Premature

¹³ 'Business' for these purposes includes a profession such as teaching.

Retirement) Regulations 2015 gives a discretionary power to disregard this limit and calculate the redundancy payment on the basis of the teacher's actual pay.

5. As indicated in paragraph 6.4 of Annex A, any teacher who receives more than six and two-thirds enhancement from their authority (for the purposes of premature retirement compensation), and who is eligible also to receive a redundancy payment, has the amount of the enhanced premature retirement compensation lump sum reduced by 30% of the value of the redundancy payment for each year added in excess of six and two-thirds years. Thus, any such teacher who received the maximum of ten added years would have the enhanced benefits (the lump sum and annual pension, if the required reduction was greater than the enhanced lump sum payable) reduced by the full value of the redundancy payment.
6. A teacher is ineligible for a redundancy payment if before the end of their employment the teacher receives an offer of a suitable comparable job with any employer listed in the Modification Order to start immediately or within four weeks of the end of the previous employment.

Appendix II: Memorandum of Agreement for the Release of Teachers

Introduction

1. The Joint Council, the Teacher Organisations and the Local Education Authority Associations are convinced that it is of the utmost importance to schools and colleges; to the professional development of teachers; to the effective delivery of the curriculum; and to the accountability of the assessment system;¹⁴ that teachers be involved in the activities of the Examining Groups.
2. An important feature of education is the strong relationship between curriculum and assessment, a relationship which has been emphasised in the National Curriculum; the acquisition of experience and expertise in the one contributes significantly to professional development in the other. The involvement of teachers in both the delivery of the curriculum and in the assessment of the students has a two-way benefit. By participating in the assessment the teacher acquires skills and techniques which are of considerable value in the classroom, enhancing the teaching of the subject; and the teacher is also in a position to make a more valuable contribution to school assessment policies and to in-service training. Just as important is the fact that teachers bring to the assessment system subject expertise and a knowledge of student potential and achievement; these are essential elements in the determination and maintenance of demanding and realistic standards, tying together the goals of the curriculum and of its assessment.
3. The signatories to this Memorandum consider that the participation of teachers, whether as examiners, moderators or committee members, is of crucial importance to the assessment system; without the involvement of members of the teaching profession the system could not work administratively or educationally. In addition, the advantages of such involvement to schools and colleges over the years is highlighted by the willingness of institutions to release teachers to undertake this work.
4. The signatories ask governing bodies and Local Education Authorities to recognise fully the benefits to schools and colleges of teachers being involved with the examining bodies in a range of activities and to make every effort to release teachers for such activities, given in paragraph 8 below, within the constraints of the needs of the schools and colleges.
5. The Examining Groups are fully conscious of the increasing difficulties for schools and colleges in releasing teachers especially in view of the workload of teachers. They accept that a salary reimbursement (see paragraph 10(e) below)

¹⁴ Currently the GCSE and the GCE A level and AS examinations.

does not, of itself, completely solve the problem and they continually review their procedures in order to minimise release demands on schools within directed time.

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

Examining Group Assessment Activities

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

Category A: Fee-paid Posts

- (i) external examiners/markers and awarders;
- (ii) external moderators;
- (iii) setters or revisers of question papers;

- (iv) the Groups' instructors or presenters of INSET courses.

Category B: Representative Role

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

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

- (a) The employer shall be reimbursed for the loss of services of a teacher who has to miss periods of teaching or other directed time (as defined in the current School Teachers' Pay and Conditions Document).
- (b) A teacher shall receive remuneration only for the work undertaken for an Examining Group outside directed time.
- (c) A teacher engaged in work listed in Category A above shall receive such remuneration as the Examining Group may determine except in respect of periods of absence during directed time.
- (d) The Examining Group shall reimburse the teacher's employer in respect of absence from timetabled or other duties within directed time in order to carry out responsibilities for the Examining Group in a fee-paid or representative capacity.
- (e) The reimbursement will be a standardised payment, calculated on the basis of the average salary of a teacher in the maintained secondary sector, updated on an annual basis and applicable from 1 April in each year.
- (f) The payment to the employer will be in accordance with arrangements for the transfer of finance agreed between the Examining Group and the employer.

11. Reimbursement of an employer for loss of services will produce a more equitable sharing of the costs and other burdens imposed by the unavoidable release of teachers. The employer will receive some financial recognition when a supply teacher or other cover may be required. Individual schools and colleges will receive payments when teachers are called upon to carry out work in directed time. These costs will be reflected in examination fees, thus achieving a form of pooling across LEAs, schools and colleges.

12. The payment of any travel and other proper expenses incurred by teachers in carrying out GCSE work as detailed in paragraph 7 above shall be the responsibility of the Examining Group.

Work within Teachers' Duties

13. Teachers' engagement in GCSE as part of their regular employment at school or in college entails commitments covered by the relevant paragraphs of the current School Teachers' Pay and Conditions Document. These include, where required by the regulations applying to the particular examination subject:
- (i) attendance at a prescribed meeting of subject teachers;
 - (ii) internal moderation of the assessment of pupils' work at the teacher's school or college;
 - (iii) engagement in the LEAs, governing bodies or other employers' programmes of INSET relating to the GCSE.
14. The employer shall be responsible for the costs of releasing the teacher from timetabled or other duties to take part in any of these activities. Insofar as the work is covered by the relevant paragraphs of the current School Teachers' Pay and Conditions Document then no additional remuneration is payable.
15. Payment of any travel or other proper expenses incurred by the teacher in carrying out these activities shall be the responsibility of the employer.

Appendix III: Agreement on Facilities for Representatives of Recognised Teachers' Organisations

Introduction

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

General Principles

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

The relations and negotiations with a local education authority shall be the sole responsibility of the main unit of local organisation. The activities in which these local teacher representatives will be jointly involved with the LEA and governing bodies will include both individual and collective issues. In order to act effectively, the teacher representatives will need to put views to the authority

concerned as appropriate, to consider proposals, to conduct correspondence and to consult members of their associations individually or collectively;

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

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

- 4. It will be the responsibility of the recognised teachers' organisations to notify the local education authority and individual head teachers of the names of its accredited representatives and it will be to the accredited representatives only that the recommended opportunities and facilities are extended. It is appreciated that in very large or split site schools organisations may wish to appoint more than one representative, while in those areas where there are very small schools organisations may wish to have one representative to service more than one school.
- 5. The principal matters with which the appropriate accredited representative will deal, in accordance with the responsibilities defined in paragraph 3, are as follows:
 - (a) matters arising out of the use of grievance and disputes procedures which have been agreed between the teachers' associations at authority level and the local education authority and governing bodies;
 - (b) responsibilities of the teacher representatives to their unions (e.g. attendances as delegates to their national conferences);
 - (c) responsibilities of the teacher representatives in connection with the interests of their members in the schools;
 - (d) functions connected with the training of teacher representatives, including attendance at training courses arranged by the recognised teacher organisations at national, regional or authority level for this purpose. In these respects consultation with the authority will be part of those functions.
- 6. It is expected that (b) above will include the involvement of members of the local committee of recognised teacher organisations in attendance at the meetings of those committees, which will not be expected to meet earlier than 4:00p.m. on

any school day, other than in exceptional circumstances.¹⁵ Item (c) is likely to include, without interfering with the normal functioning of the school, the convening of meetings of newly appointed teachers for the purpose of meeting them and explaining the advantages of membership of a recognised organisation.

Facilities for Accredited Representatives¹⁶

7. It is recommended that local agreements on the provision of facilities for the local officer of the recognised teachers' organisations should include:
- (a) arrangements for carrying out his or her association's responsibilities within the schools and for obtaining permission to leave the school in which he or she is employed so that he or she can perform his or her functions as an accredited representative;
 - (b) provision of lists of newly appointed teachers in the authority's area and arrangements for communication direct with the new teachers;
 - (c) provision annually of a list of the teachers employed in the schools of the LEA by the means most convenient to the authority;¹⁷
 - (d) arrangements for use of accommodation in schools or other premises of the authority for association meetings;
 - (e) arrangements of the use of the local authority's distribution system to schools for the purposes of official union communication with their members, subject, if necessary, to approval by the national union or association concerned;
 - (f) arrangements for the deduction of membership subscriptions at source where this is requested by any local association of a nationally recognised teachers' organisation. It will be for the individual member to decide whether to opt for deduction at source.
8. Absence from teaching duties for the performance of their responsibilities as local officers of the recognised teachers' organisations is to be allowed without reduction in pay. A scale providing for the maximum amount of leave with pay permitted to the local officers should be negotiated locally, and have regard, inter

¹⁵ *Where meetings called for 4:00pm would adversely affect the school day, as might be the case when committee members in rural areas may have to travel significant distances to attend such meetings, a later starting time should be arranged.*

¹⁶ *It is expected that such agreements will be no less favourable than those already applicable in the area concerned or any similar agreements which authorities have made with recognised unions in respect of other groups of their employees, particularly with regard to the terms of sub-paragraphs (d), (e) and (f) of this paragraph.*

¹⁷ *The lists referred to may, if any authority so wishes, be provided in the form of copies of school returns.*

alia, to the number of members of the organisation concerned who are employed by the local authority and serviced by the officers in question.

9. The likely extent of the time required by accredited representative for the performance of their level of responsibilities as representatives of the recognised teacher organisations should be assessed in accordance with an estimate of their local involvement. They should not unreasonably be refused the time necessary for the performance of their responsibilities. The time which these responsibilities is likely to occupy should be taken into account in respect of its effect on their teaching duties.
 10. The accredited school representatives of the recognised teachers' organisations should be permitted reasonable opportunities and be given the necessary facilities to discharge their functions as provided for in the Acas Code, namely:
 - (a) union matters such as recruitment, maintaining membership, collecting contributions and communicating with members;
 - (b) within the responsibilities conferred on them by their respective organisations, industrial relations matters within the individual school such as the handling of members' grievances.
 11. The facilities envisaged are as follows:
 - (a) notice board facilities to be provided by the LEA or governing body without charge and the titles of the organisations to be inscribed on the board or boards. Multi-association boards should be used wherever possible;
 - (b) use of telephone with reasonable privacy (if available), with payment for outgoing calls;
 - (c) provision of a room for a meeting with the organisation's members as required, providing reasonable notice is given;
 - (d) use of school typing, duplicating and photocopying equipment, where available, for essential union work within the school providing this does not interfere with the work of the school and on a basis of repayment by the organisation concerned for the materials used.
 12. Local officers should be provided with the documents which set out the pay, conditions of service and the regulations of the local authority which apply to the teachers employed in the authority's area. Accredited school representatives should be provided with access to such documents and also with information as to the structure and allocation of promoted posts applicable to their own schools and with the articles of government. These documents should be supplied without charge.
-

General

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

Commentary on aspects of the Agreement on Facilities for Representatives of Recognised Teachers' Organisations

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

7. The recommendations in the agreement are not intended to alter the relations which at present exist between the recognised teachers' organisations and individual local education authorities, particularly so far as negotiations are concerned.

Appendix IV: Relations between Teachers' Organisations and Local Authorities, Collective Disputes Procedures

1. Introduction

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

2. Consultative procedures at local level

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

3. Conciliation procedures at local level

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

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

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

4. Conciliation procedures at national level

- 4.1. In accordance with the objectives and general principles set out in the introductory paragraphs of this agreement, it should be accepted by all concerned that a dispute would not be referred to the national level unless (a) it were claimed by either party that it involved an issue which was essentially national in nature or origin or (b) it could be shown that all reasonable efforts had been made to settle the matter at the local level. In case of doubt, the ruling of the national conciliator as to whether the conditions specified under (a) or (b) above had been complied with would prevail.
- 4.2. The national conciliator should determine the procedures for dealing with matters referred to the national level. The national conciliator should initiate proceedings within 2 weeks of a dispute being referred.
- 4.3. In the event of the findings or advice of the national conciliator not being acceptable to one or other of the parties, no action, either to implement the

decision of the authority on the one hand or to initiate industrial action by the teachers concerned on the other, should be taken without their giving at least 2 weeks' notice of their intention.

- (a) Responsibility for the basic servicing and financing of proceedings at the national level (i.e. correspondence leading up to meetings with the conciliator, provision of accommodation, recording of proceedings, and so on) should rest with the organisations representing LEAs and teachers.
- (b) The parties to a dispute referred to the national level should be responsible for meeting the specific costs of that reference, other than those covered under (a) immediately above; such of those costs as are common to both sides in a dispute should be shared in equal parts between the LEA(s) on the one hand and the teachers' organisation(s) on the other.
- (c) Any disagreement as to the apportionment of costs should be referred to the conciliator for determination.

Appendix V: Insurance and Travelling Allowances

1. Loss of or damage to personal property

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

2. Teachers on “out of school” activities

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

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

original participant or entitled to participate (e.g. in a competition or tournament).

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

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

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

Model minute and resolution

The Authority:

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

resolves:

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

Model Schedule (1981/94)

The Schedule:

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

Death	5 X gross remuneration or £35,000; whichever is greater.
Loss of one or more hands, feet or eyes.	
Permanent total disablement (not otherwise compensated above)	
(Reference if desired to other benefits)	

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

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

52. Scale of compensation for the application of paragraph 1.1 of Section 8

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

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

3	Permanent partial disablement (not otherwise provided for above) the percentage of the capital sum set against the degree of disablement in the following table:				
	(a)	Total loss of hearing in both ears		40%	
	(b)	Total loss of hearing in one ear		10%	
	(c)	Complete loss of use of hip or knee or ankle.		20%	
	(d)	Removal of the lower jaw by surgical operation		30%	
	(e)	Fractured leg or foot with established non-union		25%	
	(f)	Fractured knee-cap with established non-union		20%	
	(g)	Shortening of a leg by at least 3 centimetres		15%	
	(h)	Loss by amputation or complete loss of		(to be reversed if insured person is left-handed)	
				Right	Left
		(i)	One thumb	20%	17.5%
		(ii)	One index finger	15%	12.5%
		(iii)	Any other finger	10%	7.5%
		(iv)	One big toe	10%	10%
		(v)	Any other toe	3%	3%
	(i)	Complete loss of use of shoulder or elbow		25%	20%
	(j)	Complete loss of use of wrist		20%	15%

53. Travelling allowance for teachers

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

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

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

Appendix VI: Teachers and the School Meals Service

(DES Circular 16/68 - 15 August 1968)

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

Appendix I

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

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

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

professional responsibility on the teaching staff as a whole to support the head teacher in fulfilling these responsibilities. It is also important to the teacher, whether head or assistant, that he should be able to enjoy a proper and satisfactory break in which he can relax and rest and, if he wishes, leave the school premises.

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

Annexe - Supervisory Assistance

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

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

Against the background of these observations we would suggest that for Infants there should be one ancillary helper for every 30 children remaining at school; and for Juniors one for

every 75, but not normally exceeding 4. In secondary schools circumstances vary more widely and it is less easy to indicate a scale for the normal case. Subject to this qualification we suggest that for secondary schools there should be one assistant for every 200 pupils, but not normally exceeding 5.

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

Appendix II

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

County Councils Association

Association of Municipal Corporations

Association of Education Committees

Welsh Joint Education Committee

Association of Assistant Mistresses

National Union of Teachers

National Association of Schoolmasters

National Association of Head Teachers Head Masters' Association

Association of Head Mistresses

Assistant Masters' Association

Appendix VII: Employment Procedures, Joint Guidance

1 Introduction

- 1.1 In schools with delegated budgets, governing bodies have the duty to determine employment procedures for staff in their schools. Teachers employed in other schools and services will be covered by procedures determined by the employer. In all cases, it is assumed that staff and their representatives will be consulted before procedures are introduced and when they are revised.
- 1.2 In the light of this, the Burgundy Book does not set out detailed procedures for matters related to employment but it has been agreed to set out the principles to be taken into account when such procedures are considered locally.

2 General Principles

- 2.1 Copies of procedures should always be made available to the individual before they are applied.
- 2.2 The following general principles should be incorporated in the procedures:
- Rights of representation.
 - The parties to be involved in any process and any rights of appeal.
 - Range of possible sanctions available to each stage.
 - The timetable for decisions or the review of decisions and factors which will be taken into account.
 - Clear distinctions between formal and informal parts of the procedures.
 - Where the final stage is dismissal there should be a differently constituted body to hear any appeal against dismissal.

3 Designated Procedures

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

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

Appendix VIII: Model Procedure to Facilitate the Resolution of Collective Disputes Between Teachers and a School Governing Body

1 Introduction and Scope

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

2 Consultative Procedures at Schools Level

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

3 Conciliation

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

There is no recourse to another stage in the process.

Appendix IX: Joint Commentary by the National Employers' Organisation for School Teachers and the Five Teacher Organisations

Scope of the Agreement

1. The Burgundy Book 2023 Edition represents the national agreement between the five teacher organisations and the LAs. The National Employers' Organisation for School Teachers and the teacher organisations recommend all employers of school teachers to adopt the conditions of service set out in the national agreement, by incorporating appropriate references in the contracts of employment and written statements of particulars issued to individual teachers.

Format of the Burgundy Book 2023 Edition

2. The conditions of service contained in the Burgundy Book have been updated to reflect changes in legislation since the third edition was published in 2000. The Burgundy Book 2023 Edition is a technical update intended to clarify language and update legislation without amending the application of any of the terms and conditions of employment contained in the Burgundy Book.

Gender-neutral Language

3. Gender-neutral pronouns have been adopted throughout the Burgundy Book, with the aim of promoting inclusivity.
4. This includes new wording within Section 5, the Maternity Scheme to underline the fact that the maternity provisions apply to pregnant women, trans men, and non-binary teachers.

Local Education Authorities to Local Authorities

5. All references to local education authorities in the 2000 version of the Burgundy Book have been amended to local authorities to reflect changes to the educational landscape since 2000, with the exception of the unaltered appendices (listed below).

School Teachers Pay and Conditions Document (STPCD)

6. All references to the STPCD have been updated to include reference to the School Teachers' Pay and Conditions (Wales) Document (STC(W)D).

References to the Teachers' Pension Regulations 2014 and the Teachers' (Compensation for Redundancy and Premature Retirement) Regulations 2015

7. All references to the Teachers' Pension Regulations and the Teachers' (Compensation for Redundancy and Premature Retirement) Regulations in the 2000 version of the Burgundy Book have been updated to reflect the Teachers' Pension Regulations 2014 and the Teachers' (Compensation for Redundancy and Premature Retirement) Regulations 2015.

Detailed notes on the Burgundy Book 2023 Edition

8. The following list of changes is not intended to be exhaustive, but rather to highlight some of the key amendments to the text.

Cover Sheet

9. The cover sheet has been updated to reflect changes to signatories since the 2000 Revised Edition:
 - ATL (Association of Teachers and Lecturers) and NUT (National Union of Teachers) amalgamated to form NEU (National Education Union);
 - PAT (Professional Association of Teachers) became VOICE and then merged with Community to become Community Union | Education and Early Years; and
 - SHA (Secondary Heads Association) is now ASCL (Association of School and College Leaders).

Section 1: Introduction

10. Paragraph 3 has been simplified by removing references to legislation and has changed 'county' to 'community' to reflect the current language.
11. The wording in Paragraph 5 has been clarified to encompass relevant legislation covering the transfer of staff, and the bracketed wording indicating that foundation schools were formerly grant-maintained schools has been removed, to clarify that not all foundation schools were formerly grant-maintained schools.
12. A new paragraph 6 has been included which reflects that since the previous edition of the Burgundy Book was published, academy trusts have been established.
13. Paragraph 9 (Paragraph 3 in 2000 version) has been updated to reflect the change in legislation since the 2000 Burgundy Book which provides that written particulars of employment must be provided at the commencement of employment, rather than within two months from the commencement of employment for teachers whose employment lasts for at least one month.

Section 3: Appointment: Resignation: Retirement

14. Paragraph 4.4 has been amended to clarify that the provisions of paragraphs 4.1 to 4.3 do apply to dismissals for ill health and redundancy.
15. Paragraph 5.1 has been updated to reflect the Education (Health Standards) (England) Regulations 2003 and the corresponding provisions of The Education (Health Standards) (Wales) Regulations 2004 for Wales.
16. Paragraph 6 has been updated to reflect changes to legislation regarding the removal of the automatic default retirement age of 65 in the 2000 version of the Burgundy Book, thus ensuring this is not age discriminatory.
17. Paragraph 7, relating to resignation for pregnant teachers in the 2000 Burgundy Book, has been updated to reflect changes in legislation relating to maternity.
18. Additional wording has been added at paragraph 7.1 to signpost teachers to the maternity scheme in Section 5 of the Burgundy Book.

19. Paragraph 7.2 has been amended to reflect the fact that there is no longer any service requirement affecting a pregnant teacher's return to work.

Section 4: Sick Pay Scheme

20. Paragraphs 5.1, 5.2 and 5.3 have been simplified to remove references to specific sickness and incapacity benefits, while retaining the overriding principle that an individual teacher in receipt of sickness and incapacity benefits cannot be paid more than if they were working.
21. Paragraphs 7.4 and 8.1 have been amended to reflect changes in the Fit Note regime, and the reference in paragraph 8.1 to the D.S.S (N.I.) has been removed.
22. Paragraph 8.1 (d) has been amended to include reference to the Data Protection Act 2018.

Section 5: Maternity Scheme

23. A footnote has been included at the beginning of the Maternity Scheme to refer to sections 73 and 74 of the Equality Act 2010 which deem employment contracts to include a 'maternity equality clause'. Any pay increase a teacher receives (or would have received had the teacher not been on statutory maternity leave) must be taken into account in the calculation of maternity-related pay. A teacher's pay on return to work following maternity leave must take into account any pay increase they would have received had they not been on statutory maternity leave.
24. Paragraph 2 (c) has been amended to remove clause (v) which stated that the teacher's maternity leave would always commence on a Sunday.
25. Legislation referred in paragraph 2 (e) has been updated to reflect the fact that the Management of Health and Safety at Work Regulations (1999) have superseded the 1994 Regulations.
26. Paragraph 3 has been amended to clarify that the employer can only request evidence of ante-natal appointments following the first appointment.
27. Paragraph 4.1 has been amended to reflect the fact that all pregnant teachers are entitled to 52 weeks of maternity leave.
28. Paragraph 4.2 has been amended to clarify that, where previously, maternity leave could be automatically triggered from the 6th week before the EWC, it can now only be triggered from the beginning of the 4th week before the EWC. In addition, Paragraph 4.2 has been amended to reflect legislation, providing that maternity leave will start on the day after the first day of pregnancy-related absence in the four-week period (paragraph 4.2 (a)) and on the day after a premature birth (paragraph 4.2 (b)).
29. Paragraph 7 has been amended to reflect current legislation which provides that the employer should assume that the employee will return to work following maternity leave, removing notification of return to work obligations on the teacher.
30. References to Additional Maternity Leave in the previous paragraphs 7.2 and 7.3 have been deleted.
31. Paragraph 8.2 has been amended to refer to 'maternity pay' as opposed to 'salary'.
32. Paragraph 8.3 has been amended to reflect the entitlement to a further 21 weeks of SMP or Maternity Allowance. As a result, the previous (e) has become (f).
33. Paragraph 11.2 has been revised to include reference to the Equality Act 2010. This is because if a miscarriage happens in the first 24 weeks of pregnancy, any sickness

absence the birth mother needs to take is likely to be considered a 'pregnancy-related illness'. 'Pregnancy and maternity' are protected characteristics under the Equality Act 2010.

Section 6: Other Leave

34. No changes have been made to this section.

Section 7: Grievance and Disciplinary Procedures, etc.

35. No changes have been made to this section beyond amending LEA to LA.

Section 8: Miscellaneous Conditions

36. The note attached to paragraph 1.1 (b) (ii) has been amended to include civil partners.

Appendix I: Premature Retirement Compensation

- 37. References to legislation have been updated in paragraph 3.
- 38. The subheading at paragraph 9 has been amended, reflecting the length of time Local Management of Schools has now been in place.
- 39. Annex A is a summary of the regulations relating to Premature Retirement Compensation. It draws heavily in structure on the old Annex A, with changes being made where regulations have been amended, including those relating to civil partners.
- 40. Annex B has been updated to remove paragraph 3, removing outdated normal retirement ages.
- 41. The previous Annex C has been deleted. The dynamic nature of the list of bodies covered by the Redundancy Payments (Continuity of Employment in Local Government, etc.) (Modification) Order 1999 meant that any updated list would likely be out of date soon after publication. However, the Modification Order continues to apply.

Appendix II: Memorandum of Agreement for the Release of Teachers

42. Appendix II has not been amended.

Appendix III: Agreement on Facilities for Representatives of Recognised Teachers' Organisations

43. Appendix III and its accompanying commentary have not been amended.

Appendix IV: Relations between Teachers' Organisations and Local Authorities: Collective Disputes Procedures

44. Appendix IV has not been amended.

Appendix V: Insurance and Travelling Allowances

45. Appendix V has not been amended.

Appendix VI: Teachers and the School Meals Service

46. Appendix VI has not been amended.

Appendix VII: Employment Procedures, Joint Guidance

47. Appendix VII (Appendix I in 2000 version) has not been amended.

**Appendix VIII: Model Procedure to Facilitate the Resolution of Collective Disputes
Between Teachers and a School Governing Body**

48. Appendix VIII (Appendix II in 2000 version) has not been amended.