

SCOPE

This document covers the pay and conditions of teaching staff working in the following:

- **Community homes with education on the premises (CHE's);**
- **Observation & assessment centres;**
- **Secure units;**
- **Regional resource centres;**
- **Other similar establishments**

PART A – PAY AND OTHER CONDITIONS OF TEACHING STAFF IN RESIDENTIAL SOCIAL SERVICE ESTABLISHMENTS

SECTION 1

SALARIES AND ALLOWANCES

General Provisions

- 1.1 The salaries and allowances for teaching staff employed in residential children's services establishments are as set out in the School Teachers' Pay and Conditions Document (STPCD) except in so far as separate provision is made by the Joint Negotiating Committee for Teachers in Residential Establishments (JNCTRE) or in subsequent Joint Circulars as issued by the Joint Secretaries from time to time.

The terms "teaching staff" and "teacher" as used in this Report and the accompanying JNC Guidance encompass both qualified teachers and instructors.

The "relevant body" as set out in the STPCD will be the local authority unless this function is specifically delegated to the management committee or other similar governing body of the establishment.

Qualified teachers

- 1.2 Qualified teacher posts included within scope of the JNC are: classroom teachers; headteachers, deputy heads and assistant headteachers; and leading practitioner teachers.

Instructors

- 1.3 Where a member of the teaching staff does not hold qualified teacher status he/she shall be appointed to either scale in the as deemed appropriate by the employing authority. The starting salary to be determined by the employing authority shall not be worse than the salary point derived by applying the provisions of the School Teachers' Pay and Conditions Document for unqualified teachers.

Scale A This scale shall be used by employing authorities for those members of teaching staff who are, in their view, sufficiently well qualified to undertake, without direct supervision from a qualified member of staff, instruction of pupils.

Scale B Where, in the opinion of the employing authority an instructor has qualifications which make him/her particularly suitable for giving instruction to particular classes of pupils and/or the duties and responsibilities undertaken by the instructor include those areas which might otherwise be undertaken by a qualified teacher, then the individual shall be paid on this scale.

Extraneous Duty Allowance (EDA)

- 1.4 This allowance is payable for extraneous duties in addition to teaching and other professional duties. The annual rate is based on a performance of a rostered average of 15 hours of duty a week. For a full year the total number of hours is 570. Where the contracted hours for a teacher are less than an average of 15 hours a week, the annual allowance shall be reduced proportionately. This should not prevent the payment of the full allowance at the authority's discretion. Extraneous duty allowance is not normally paid in respect of duties which start after 9.00am or before 5.00pm.
- 1.5 The average to be calculated in respect of each individual shall be based on duties performed during normal working weeks and should not be diminished, therefore, by an inability to undertake duties on account of sickness or annual leave.

Sleeping in Duty Allowance (SIDA)

- 1.6 This allowance is paid to teachers who are rostered to perform sleeping in duty.
- 1.7 Teachers shall receive the allowance for each night's duty and up to 30 minutes call out in any night. When the aggregate of calls out exceeds 30 minutes in any night such additional time shall be paid at the hourly rate set out in the Appendix. The normal rules for calculating overtime for local government staff shall apply so that extra time of less than half an hour on any night shall not rank for compensation. Excess time shall be aggregated for each calendar month and only complete half hours paid for.

Community Homes Addition

- 1.8 The allowance recognises the different duties and responsibilities undertaken by teachers and the particular nature of the clients in social service establishments covered by the JNC as compared to those in primary and secondary schools. Regular part time staff in receipt of the allowance should be paid the allowance on a pro rata basis.

(a) Qualified Staff

The allowance shall be paid to all qualified teachers in establishments under Part A of this report.

(b) Instructors

The allowance may be paid to instructors where in the opinion of the employing authority the duties and responsibilities of an instructor merit an additional payment.

- 1.9 Since the payment of this allowance recognises the client group in residential social services establishments, the special educational needs allowances set out in the School Teachers' Pay and Conditions Document are not applicable.

Secure Unit Allowance

- 2.0 The allowance shall be paid to staff who are employed for the whole of their teaching time in secure units which have been designated by the Department of Health as providing secure accommodation under the Secure Accommodation Regulations. Regular part

time staff who are employed for the whole of their teaching time in secure units should be paid the allowance on a pro rata basis.

Superannuation of Allowances

1.11 All allowances provided are superannuated.

Pay Safeguarding

1.12 All teachers who are adversely affected by closure or reorganisation on or after 1 September 2007 and who are thereafter re-employed in a residential children's services establishment either maintained by the same or a different employer, are entitled to safeguarding in accordance with the provisions set out in the STPCD except as follows.

1.13 The safeguarded salary will include any community homes addition and/or secure unit allowance which applied to the old post.

1.14 The safeguarded salary may at the authority's discretion include any extraneous duties allowance which applied to the former post. Authorities have discretion either to continue to pay the extraneous duties allowance at the former rate for a period of 3 years in accordance with the provisions set out in the STPCD or to phase out the allowance over a period of not less than 3 years. In exercising this discretion authorities should take account of any hardship which may be caused.

1.15 Teachers in receipt of safeguarding under the terms of Paragraphs 1.11-1.16 and Section 2 of previous Editions of this agreement (i.e. safeguarding which was in place prior to 1 September 2007) shall continue to receive such safeguarding while they remain in post.

Travelling Allowances and Disturbance and Subsistence Allowances

1.16 Teachers in residential children's services establishments shall be entitled to the allowances which apply to local government staff employed by the authority.

Charges for Meals and Accommodation

1.17 Teachers in residential children's services establishments shall be subject to the same arrangements in respect of charges for meals and accommodation as apply to local government staff employed by the authority.

SECTION 2: CONDITIONS OF EMPLOYMENT AND WORKING TIME ARRANGEMENTS

2.1 The conditions of employment and working time arrangements for teaching staff employed in residential children's services establishments are as set out in the School Teachers' Pay and Conditions Document (STPCD) and the conditions of service for school teachers in England and Wales (known as the Burgundy Book), except in so far as separate provision may be made by the Joint Negotiating Committee for Teachers in Residential Establishments (JNCTRE) or in subsequent Joint Circulars as issued by the Joint Secretaries from time to time.

PART B – PAY AND OTHER CONDITIONS OF TEACHING STAFF EMPLOYED IN RESIDENTIAL SPECIAL SCHOOLS

1. Teachers in residential special schools are covered by the appropriate statutory provisions of the School Teachers' Pay and Conditions Document and shall receive salaries and allowances accordingly.
2. The additional allowances described in the following paragraphs are paid to teachers in residential special schools.

Additional Duties (AD) and Additional Duties Allowance (ADA)

3. ADA recognises those duties which are carried out by residential special school (RSS) teachers over and above the regular duties of teachers in day special schools, or in ordinary primary and secondary schools.
4. ADA shall be payable to classroom teachers for additional duties (AD) as set out below. ADA is not payable to head teachers or to deputy or assistant head teachers.
5. In order that RSS teachers shall enjoy a reasonable measure of free time and private life, the AD worked should not normally exceed 12 hours per week, and shall not exceed a weekly average of 15 hours over the school year. The annual rate of ADA (as agreed from time to time by JNC) is based on a full school year at 15 hours per week; where the actual hours of AD are less, the allowance shall be proportionately reduced.
6. Additional duty, which attracts the additional duty allowance, stands apart from directed time and will not normally be undertaken after the commencement of, and before the end of, a school's timetabled teaching day. Normally, teachers should not be required to commence rostered additional duty immediately after the end of timetabled teaching.

Sleeping-In Duties (SID) and Sleeping-In Duty Allowance (SIDA)

7. When a classroom teacher, resident or non-resident, is rostered for SID, he shall be paid SIDA, the rate for which is revised from time to time by the JNC. (For head teachers and deputy and assistant head teachers, please refer to paragraphs 3.8 and 4.0 below).
8. The staffing of the school should be determined so that no teacher has to bear an unreasonable burden of SID.
9. The LA shall seek to ensure that appropriately qualified staffs are available to give sufficient cover of care and supervision throughout the week.

Headteachers' Allowance

10. The headteacher of an RSS shall be paid an annual allowance (HTA) to acknowledge the additional responsibilities of running a residential, as distinct from a day, school.
11. Every head teacher will be expected to undertake the duties and responsibilities of the post, including where appropriate AD and SID. He/she shall not, however, be paid separate ADA or SIDA, such payments being deemed to be included within HTA.

Deputy Headteachers' and Assistant Headteachers' Allowance

12. The deputy head teacher and assistant head teacher shall be paid an annual allowance (DHTA or AHTA) to acknowledge the responsibilities of being deputy head teacher or assistant head teacher of a residential, as distinct from a day, school.

13. Every deputy head teacher and assistant head teacher will be expected to undertake the duties and responsibilities of the post, including where appropriate AD and SID. He/she shall not, however, be paid separate ADA or SIDA, such payments being deemed to be included within DHTA/AHTA. But where, exceptionally, the requirements of a school necessitate that a non-resident deputy head teacher or assistant head teacher comes in to do SID, he/she shall be paid SIDA for each such occasion.

Superannuation of Allowances

14. All allowances provided in Part B of this Report are superannuable.

Charges for meals and accommodation

15. Teachers in residential special schools shall be subject to the same arrangements in respect of charges for meals and accommodation as staff covered by the agreement relating to local government staff.

Appendix to Part B

TEACHERS IN RESIDENTIAL SPECIAL SCHOOLS: ALLOWANCES

Increases in allowances and scales are notified annually by the Joint Secretaries of the JNCTRE

1. Headteachers and Deputy and Assistant Headteachers Allowances

Allowances for resident and non-resident head teachers and deputy and assistant head teachers are determined as follows:

- (1) A banding structure for heads/deputies provides for different allowances to be paid depending on whether the number of residential places represents 0-20 per cent of the total number of residents and non-resident places, 21-40 per cent of the total, 41-65 per cent or over 65 per cent.

Residential places as % of total places	0-20%	21-40%	41-65%	over 65%
% of full allowances	37½%	55%	80%	100%

- (2) There is flexibility at local level to pay above the band in which the establishment falls. For example, in a group 3 school where residential places represent 40% of the overall number of places, the residential head could be paid the allowance normally applicable to a group 3 school with 41-65% residential places. This flexibility would be exercised on the basis that there were “special local circumstances”.
- (3) In making an assessment of the number of residential places, regard should be had to the resident/non-resident ratio likely to be applicable on a sustained basis, rather than recognising any short term fluctuation, up or down.
- (4) The assessment should be based on pupils being resident 7 days per week, although allowances should not be discounted for pupils resident for 5 days per week. However, the full allowance should relate to pupils being resident for a “significant part” of the week. A pupil who is resident for one or two days only should be assessed on a pro-rata basis.
- (5) These arrangements are without prejudice to local arrangements which are in place outside the terms of the JNC agreement. This is to take into account any other current local arrangements where a percentage of the JNC allowance is already paid to resident/non-resident heads and deputies. **The JNC’s expectation, however, is that these arrangements will be adopted by employers.**
- (6) The arrangements set out above apply to heads/deputies appointed **after** the receipt of Joint Education Services Circular No. 112 (JNC 16 Circular No. 11) dated 21 July 1997 and to Assistant Heads appointed from 1 September 2000 onwards. Heads/deputies appointed before the receipt of JESC No. 112 are protected on the basis of the cash amount of the HTA and DHTA payable on 1 April 1997 until such time as the allowances payable under the above structure overtake this cash amount. **Heads/deputies in establishments in which the number of residential places represents over 65 percent of the total residential and non-residential places are, however, entitled to paid allowances under the above structure.**

(7) In a number of cases, the revised school group structure applicable from 1 September 2000 (based on pupil numbers and the number of teaching and non-teaching staff) will result in heads and deputies moving up a group. In some cases, however, the new structure may result in a head or deputy moving down a group. In this case, cash protection on the basis of the allowance applicable as at 31 August 2000 will apply (see JESC No. 122 dated 12 July 2000).

2. Protected allowance arrangements applying to heads and deputies in post before the receipt of JNC Circular No. 11 dated 21 July 1997 (see paragraph (6) above):

(i) **Resident Heads**

For resident head teachers appointed in or after 1.4.86 and those in post before 1.4.86 who opted to pay locally determined charges.

Group

1(s)		10,503
2(s)	10,503	11,148
3(s)	11,148	11,790
4(s)	11,790	12,408

(ii) **Other Heads**

Group

1(s)		7,416
2(s)	7,416	8,064
3(s)	8,064	8,703
4(s)	8,703	9,312

(iii) **Resident Deputies**

Group

1(s)		8,919
2(s)	8,919	9,474
3(s)	9,474	10,011
4(s)	10,011	10,542

(iv) **Non-Resident Deputies**

Group

1(s)		6,309
2(s)	6,309	6,858
3(s)	6,858	7,395
4(s)	7,395	7,926

3. Banding and allowance arrangements for heads, deputies and assistant heads appointed after JNC Circular No. 11 are found in the latest JNCTRE Circular.

JNC GUIDANCE ON THE APPLICATION OF THE NATIONAL AGREEMENT

SCOPE OF THE REPORT

1. The 2014 Revised Edition of the JNC Report represents the national agreement between the three relevant teacher organisations (the NUT, NASUWT and NAHT) and the local authorities. The JNC recommends all employers of school teachers in residential children's services establishments¹ (formerly described as residential social services establishments) and residential special schools 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 for individual teachers.

FORMAT OF THE AGREEMENT

2. The JNC for Teachers in Residential Establishments agreed in September 2007 that the pay and conditions of service for teachers employed in residential children's services establishments should be brought as close as possible to the pay and conditions arrangements which apply in mainstream schools. It also agreed that, where appropriate, similar considerations should apply to those aspects of pay currently determined by the JNC for teachers employed in residential special schools.
3. With effect from 1 September 2007, therefore, both for teachers employed in residential children's services establishments and for teachers employed in residential special schools, the pay and conditions of service provisions for teaching staff have been the same as those set out in the School Teachers' Pay and Conditions Document (STPCD) and the conditions of service for school teachers in England and Wales (known as the Burgundy Book), except as otherwise provided in this JNC agreement which will set out those provisions on pay and conditions of service which are appropriate to these areas of employment.
4. Managers in residential establishments – in consultation with local authorities – should ensure that the provisions set out in the School Teachers Pay and Conditions Document and the conditions of service for school teachers in England and Wales (the Burgundy Book) are applied sensitively to ensure that the particular operating arrangements in these establishments are taken into account. The JNC recommends that consultation should take place locally with the appropriate recognised unions on this matter.
5. The agreement is divided into separate sections for each main subject for ease of reference. Set out below are the joint secretaries' comments on each section of the Agreement and also on the implications of the deletion of certain provisions which appeared in the Agreement prior to 2007.

¹ In Wales, local government retains the flexibility to have separate social services departments or to establish integrated children's services. In Wales, references in this document to 'children's services' should be read as 'social services or children's services' depending on the model adopted by the local authority.

PART A – PAY AND OTHER CONDITIONS OF TEACHING STAFF EMPLOYED IN RESIDENTIAL CHILDREN’S SERVICES ESTABLISHMENTS

SECTION 1: SALARIES AND ALLOWANCES

6. Annual percentage increases to pay ranges and relevant allowances under the STPCD will apply automatically to allowances and pay scales set out.
7. Although this is no longer mandatory, establishments do have the option to retain defined 6 and 3 point Main and Upper Pay Scales on the Main and Upper Pay Ranges. The JNC has agreed to publish updated versions of these. Defined pay scale points give a degree of certainty to existing teaching staff and potential applicants alike.
8. The process for applying the provisions of the STPCD, including carrying out annual salary assessments and providing salary statements for teachers is the same as in mainstream schools.

Posts of Responsibility

9. Since 2007, the Agreement has no longer formally maintained the designated “teacher leader” post. The JNC has, however, agreed that where the manager of any establishment is not a teacher, it would be appropriate for the establishment concerned to designate clearly a member of the teaching staff as the “head of teaching and learning” to be responsible for the provision of the education function in the establishment. It will be for each establishment to determine how this post will be recognised in pay terms, whether through payment on a leadership pay scale or an appropriate TLR payment.
10. Residential children’ services establishments may employ teachers as leadership group teachers (heads, deputies and assistant heads) or as leading practitioner teachers if they wish. Where an authority determines that it wishes to employ a teacher as a head teacher, the JNCTRE has agreed that the STPCD provisions for unit totals, head teacher groups and head teacher pay ranges do not apply. The authority should determine an appropriate pay range for that teacher by reference to all permanent responsibilities of the post, challenges specific to the role and all other relevant considerations and the pay of other teachers in the establishment. The STPCD's provisions with regard to pay progression for head teachers apply unaltered save that references to head teacher ranges should be read as references to that individual pay range. The STPCD's provisions relating to pay and progression for deputy and assistant head teachers and leading practitioner teachers apply unaltered to teachers employed as such.
11. Other posts of responsibility may also be paid as leadership group teachers, leading practitioner teachers or via TLR payments.

Pay Portability

12. While establishments are not legally obliged to adopt, within their pay policy, provisions which retain the principle of pay portability for teachers they may choose to do so. Policies may therefore provide that newly appointed teachers will be paid at least at the same pay rate as in their previous employment, and/or that the establishment will honour pay entitlements previously awarded to that teacher for teaching and non-teaching experience or on a performance related basis, and/or that teachers previously paid on the upper pay range or upper pay scale in mainstream schools should continue to be paid on the upper pay range.

13. Residential children's services establishments may wish to continue to pay teachers on the upper pay range who were previously paid on the upper pay range or upper pay scale in mainstream schools.

Pay Progression

14. Establishments are advised to consider carefully the criteria which they will use to inform decisions under the STPCD provisions which will require all pay awards to be linked to the appraisal process. In particular, establishments should seek to avoid establishing or using criteria which are more appropriate to the circumstances of the mainstream schools sector, and which do not reflect the circumstances of residential establishments and the nature of work in the sector where students' prior educational attainment is generally below national averages and students are often in transit. The challenging circumstances of the sector are such that maintaining effective team working among teachers is of particular importance.
15. It is, therefore, particularly important that decisions about pay progression on the pay ranges are informed by the pay recommendations arising from the appraisal process; and that those pay recommendations in turn are informed only by matters which have been considered and fully discussed as part of the professional dialogue between the appraisee and appraiser. Decisions on progression between the main and upper pay range should also be informed by the appraisal process and recommendations in teachers' appraisal reports.

Recruitment and Retention Payments

16. Given the long-standing difficulties of recruiting and retaining teachers in this sector, some establishments have used the flexibilities available to make additional recruitment and retention payments to staff. Establishments are, therefore, reminded that the previous three-year limit on such payments have now been removed. Instead, establishments are required only to conduct a regular review of such payments. Where such payments are made, establishments are advised to ensure that they are made according to appropriate and clearly defined criteria which they have sought to agree with the teacher unions. Although no new awards for head teachers and other leadership teachers can now be made, existing awards can continue, subject to review, and at their existing value until that teacher moves to new pay arrangements.

Instructors

17. The JNC agreement does not incorporate the unqualified teacher provisions of the STPCD. Paragraph 1.3 says that the starting salary for a teacher placed on the Instructors' scales (Scale A or Scale B) should be "no worse than" the salary point derived from the provisions in the School Teachers' Pay and Conditions Document which relate to unqualified teachers. Since these statutory arrangements allow complete discretion on appointment based on qualifications and experience it follows that the placement of instructors on Scale A or Scale B will be based on the exercise of the authority's discretion.
18. Based on the statutory arrangements, an instructor should progress up Scale A or Scale B by the award of an increment on 1st September each year provided he/she has completed 26 weeks employment in the previous twelve months. This assessment of the period of employment includes periods covered by contracts such as holiday periods and absence from work due to sickness, injury or maternity leave. Absences for any other reason may be counted for incremental purposes at the discretion of the authority.
19. The authority can also award additional points to the instructor on 1st September or any other time. This will not interrupt the payment of normal annual increments.

20. An annual increment may be withheld if the authority determines that service in the previous 12 months has been unsatisfactory and the instructor has been so notified in writing. Any increment withheld may be restored at the time of the award of a subsequent annual increment.
21. Paragraph 1.3 sets out guidelines on who should be appointed to Scales A and B. Scale B will cover instructors who are sufficiently well-qualified to undertake some of the duties which might be appropriate to qualified teachers. While not undervaluing the contributions from unqualified instructors, the JNC is keen to emphasise that where qualified teachers are available they should be appointed to fill teaching posts in residential children's services establishments.

Extraneous duty allowance

22. Paragraph 1.4 sets out provisions for the payment of the Extraneous Duties Allowance (EDA). The annual payment is based on the teacher being rostered to undertake an average of 15 hours per week over the year. These allowances are not normally paid in respect of duties which start after 9.00am or before 5.00pm. The relationship between working time and extraneous duties is explained further in paragraph 45 below.
23. The agreement specifies that once these extraneous duties have been built into an individual teacher's weekly working arrangements then the Extraneous Duties Allowance will continue to be paid during any annual leave or sickness periods. Clearly this would also apply to periods of maternity leave and pregnancy related absences. It may, however, be helpful for an assessment of an establishment's needs to be made on a regular basis, perhaps annually, to determine which teachers will be required to undertake extraneous duties so that these duties are covered on an on-going, and cost-effective, basis. Clearly, where arrangements are changed, appropriate notice should be given to the teachers concerned.
24. There is no definition in the national agreement as to what constitutes "extraneous duties". However, the joint secretaries would recommend that payment of the allowance should be related to:
 - a) additional development of pupils related to the curriculum and other specific educational needs, for example supervision of homework, gaining expertise in the use of computers, counselling;
 - b) provision of expertise contributing to the development of individual children e.g. pottery, art, chess, the Duke of Edinburgh Award Scheme, visits to a library;
 - c) the promotion of life skills, for example visits to the cinema, eating out and organised sporting events.
25. The JNC expects managers in residential children's services establishments, in consultation with the local authority, to assess whether any required extraneous duties should be more properly undertaken by members of the support staff team. This assessment should be made in the context of the remodelling agenda, based on the 2003 National Agreement on Raising Standards and Tackling Workload relating to school teachers in mainstream schools. Section 2 of the STPCD sets out the relevant statutory provisions and makes clear that a teacher should not be required routinely to participate in administrative, clerical and organisational tasks which do not call for the exercise of a teacher's professional skills and judgment.

Sleeping-in Duty Allowance

26. The JNC does not have “overtime” rates. Paragraph 1.6 outlines provisions for the payment of the Sleeping-in Duty Allowance. This allowance comprises a flat rate nightly payment which is paid to any teacher who has to “sleep in” and an hourly “disturbance element” which is paid if the teacher has to undertake duties for a period in excess of 30 minutes in any one night. These excess times are aggregated for each calendar month and only complete half hours are paid for.
27. The national arrangements do not apply to teachers who reside in their own accommodation, either on the site of a residential children’s services establishment or off-site and are “called out” to undertake particular duties. Any such arrangements would have to be dealt with locally.
28. As with the Extraneous Duties Allowance, the JNC expects managers in residential children’s services establishments, in consultation with the authority, to assess whether it would be more appropriate to allocate sleeping-in-duties to members of the support staff team in accordance with the remodelling agenda.

Community Homes Addition

29. The Community Homes Addition provided for under paragraph 1.7 is payable to all qualified teachers employed in children’s services establishments.
30. Instructors are only entitled to receive the unqualified rate of the Community Homes Addition where the authority is of the opinion that their duties and responsibilities merit the payment. The joint secretaries’ view is that a decision not to make the payment would be the exception rather than the rule.

Secure Unit Allowance

31. The Secure Unit Allowance provided for in paragraph 1.9 is payable to teachers employed for the whole of their teaching time in designated secure units.

Pay Safeguarding

32. The JNC has agreed that the STPCD’s general three year safeguarding arrangements, applying from 1 January 2006 in mainstream schools, apply from 1 September 2007 to teachers in residential children’s services establishments. It has been agreed that these provisions should apply to all those teachers who are adversely affected by closure or reorganisation on or after 1 September 2007 and who are thereafter re-employed in a residential children’s services establishment either maintained by the same employer or a different employer.
33. The safeguarded salary will include any Community Homes Addition and/or Secure Unit Allowance which applied to the old post. The Community Homes Addition is payable to all qualified teachers working in residential children’s services establishments as of right and it is not intended that this will be paid twice as a result of safeguarding. The safeguarded salary will not include Sleeping-in Duty Allowance which applied to the old post. There will continue to be discretion to include in the safeguarded salary any Extraneous Duties Allowance which applied to the old post; where this discretion is exercised there will be an expectation that the teacher will be required to undertake extraneous duties commensurate with the level of safeguarding as a condition of continuing to receive this.

Safeguarding in place prior to 1 September 2007

34. The August 2001 and previous editions of the JNC agreement included, at Paragraphs 1.11-1.16 and Section 2 of the August 2001 edition, provisions on safeguarding which no longer appear in the JNC agreement.
35. Those provisions provided safeguarding for heads and deputies and other senior staff previously employed in former approved schools and remand homes and who remained in the same post as they occupied on 31 March 1986. Very few if any teachers remain subject to those provisions and in receipt of safeguarded payments. The JNC therefore agreed to delete those provisions from the national agreement but has, however, agreed that any such teachers should continue to be entitled to receive safeguarded payments in accordance with those provisions.
36. Those provisions also provided general safeguarding for teachers affected by closure or reorganisation prior to 1 September 2007. The JNC has agreed that such teachers should continue to be safeguarded on the basis set out in those provisions.
37. The Joint Secretaries are willing to assist with any difficulties over the calculations in individual cases.

Travelling allowances and disturbance and subsistence allowances

38. The provisions applicable to local government staff in the authority in relation to travelling allowances and disturbance and subsistence allowances should also be applied to teachers in residential children's services establishments.

SECTION 2: CONDITIONS OF EMPLOYMENT AND WORKING TIME ARRANGEMENTS

39. Paragraph 2.1 provides that the arrangements specified in the School Teachers' Pay and Conditions Document for, inter alia, working time, cover and duties and responsibilities and in the conditions of service for school teachers in England and Wales (known as the Burgundy Book) apply to teachers employed in residential children's services establishments unless the JNC agreement provides otherwise. There are, however, no such additional provisions in the Revised Edition of the agreement at present.
40. The provisions of the STPCD dealing with working time, which now apply to teachers in residential children's services establishments, are set out in Section 2 of the STPCD and accompanying statutory guidance is given in Section 3 of the STPCD. The STPCD currently specifies that classroom teachers shall be available for work for 195 days (on 190 of which they may be required to teach pupils as well as carrying out other duties), and for up to 1265 hours, in any school year. The STPCD also deals with entitlements to guaranteed time for planning and preparation for all teachers and to time for headship or management as appropriate; cover obligations; work-life balance; and administrative and clerical tasks.
41. As with pay and allowances, the process for applying the provisions of the STPCD and Burgundy Book to teachers is the same as in mainstream schools. Those managers in residential children's services establishments who are unfamiliar with the arrangements for applying these provisions should consult their colleagues in the local authority who deal with mainstream schools.
42. The JNC has agreed that there need not be any significant change to the working arrangements of establishments or of teachers as a result of the adoption of the STPCD working time provisions. As previously, the JNC advises that working time is normally to be allocated between 9.00 am and 5.00 pm and is to exclude arrangements for extraneous duties. These duties should not be rostered to commence immediately following the end of timetabled teaching.

43. Because term times and closure periods of individual establishments will vary, the provisions for working time will need to be applied flexibly to accommodate these variations. Similarly, although the Burgundy Book notice periods for teachers now apply and include a notional end of term date, it may be appropriate for notice periods to be applied flexibly on a mutually agreed basis to suit the circumstances of the establishments concerned or of the teacher.

Cover

44. The JNC recognises the difficulty, in the context of residential children's services establishments, of arranging supply cover since many supply teachers will not be experienced in dealing with the type of children attending such establishments. For this reason, teachers employed in these establishments are, like their colleagues in mainstream schools, under an obligation to provide cover for absent colleagues, at least for a limited period.
45. However, the JNC asks authorities to take what steps they can to maximise the number of appropriately qualified and experienced supply teachers and also to consider the issue of the provision of cover for absences when determining the staffing complement of the establishment. The JNC endorses the expectation in Part 6 of the STPCD that downward pressure on cover should deliver the objective that teachers should only rarely cover for absent colleagues.

PART B – PAY AND OTHER CONDITIONS OF TEACHING STAFF EMPLOYED IN RESIDENTIAL SPECIAL SCHOOLS

Residential Allowances

46. Part B of the JNC report sets out the residential allowances which apply to heads, deputies and other teachers who work in residential special schools.
47. Paragraph 3 defines the criteria for the award of the additional duties allowance. As in the case of the extraneous duties allowances for teachers in residential children's services establishments, the annual payment is based on the teacher being rostered to undertake an average of 15 hours per week over the year. It is made clear, however, that the additional duties should not normally exceed 12 hours per week. A pro-rata percentage of the annual allowance should be paid in cases where the average is less than 15 hours 27 per week. The additional duty allowance is not payable to heads, deputy heads and assistant head teachers since it is assumed that the heads', deputies' and assistant heads' allowances applicable to such posts cover all the residential duties which might be expected of a head or deputy.
48. Paragraphs 4-6 set out the provisions relating to the payment of the sleeping-in duty allowance. These are not payable to heads, deputies and assistant heads, with the exception relating to a non-resident deputy or assistant head set out in paragraph 52 below.
49. Heads', deputies' and assistant heads' allowances are paid to recognise the additional responsibilities of running a residential, as distinct from a day, school. Where, exceptionally, the requirements of a school necessitate that a non-resident deputy head or assistant head teacher has to come in to undertake sleeping-in duties he/she is entitled to be paid the sleeping-in duty allowance.

Directed time

50. The STPCD provisions on working time now apply. The specific advice on the relationship between directed time and "additional duty" continues to apply and appear in the JNC agreement.



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