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1. What is included in the final offer?

The Council agreed at a meeting on 21 June 2017 to the following:

- The establishment of a new framework of job roles and an associated grading structure for Teaching Assistants (copies of all new Job Descriptions can be accessed at www.durham.gov.uk/newera).
- A standard 37 hours per week (pro rata increase for part time employees) be offered to all Teaching Assistants
- A standard 40 weeks per year term-time contract to apply
- Hours and weeks worked to be managed flexibly across the school year as agreed with the Head Teacher
- Compensation based on a reduction in pay as a consequence of the move from whole time to term time, or as a result of a reduction in grade will be payable for a period of 2 years

In addition to the above, on 20 September 2017 Council have agreed to the following:

- Establish and support a teaching assistant career progression board.
- A training programme is established for Teaching Assistants to support them in their roles and to provide development for future career opportunities.
- Should the final offer be accepted, a revised implementation date of 1 January 2018 with a two year compensation period applicable from this date and the annual progression increment, where applicable, to be paid in April 2018.
- The Council will further clarify the requirements of the new job descriptions as well as providing guidance to Head Teachers on flexibility over the application of the contractual arrangements.

2. Who will be involved in the Trade Union ballot?

The Trade Unions recognised for the purposes of collective bargaining on this exercise are UNISON, GMB and UNITE. GMB and UNITE have agreed to this final offer. UNISON have agreed to undertake a consultative ballot on this offer and will issue communications to their members in this regard shortly.

3. What if I am not in a Trade Union?

Whether or not you are a member of Trade Union recognised by DCC for the purposes of collective bargaining, your contract of employment includes provision for Trade Unions to consult and negotiate on changes to terms and conditions, the outcomes of which will apply to all affected employees.
4. If the outcome of the Trade Union Ballot is to accept the revised offer when will the new terms and conditions start?

Should the outcome of the ballot be to accept the proposal, the new roles and grading structure, and the associated changes to terms and conditions will be effective from 1 January 2018 by way of an agreed variation to your current contract.

5. What if I think my Head Teacher has aligned me to the wrong job role?

Copies of the new job descriptions can be requested through your Head Teacher or accessed online at www.durham.gov.uk/newera

Please take time to review your new job description as in some cases there will be a change in day to day duties and responsibilities. If you think you have been incorrectly aligned, or require further clarification on the duties and responsibilities you will be expected to undertake within the new job description, you should discuss this in the first instance with your Head Teacher, and your trade union representative where appropriate.

Notwithstanding, should the ballot result in an agreement to implement the proposed changes in January 2018, you will receive written notification of this and of the process available to you should you wish to formally appeal against your alignment.

6. If I agree to work any additional hours offered to me from 1 January 2018, when will I be expected to work these?

You may have already had discussions with your Head Teacher however if not, these arrangements will need to be agreed between you and your Head Teacher, as this will relate to the business needs of your school and where possible will provide flexibility to take account of your work life balance.

It is accepted that demands in school may vary on a week to week basis and this may be reflected in any working arrangement agreed.

7. What if I am unable to accept the additional hours offered to me?

You should discuss this with you Head Teacher in the first instance, explaining the reasons why to determine whether there is any flexibility to undertake some or all of the additional hours to suit both you and the needs of the school. Reasonable adjustments should be considered in respect of disability.

Where this is not possible, and it is agreed that you will work less than 37 hours per week (pro rata for part time employees), your salary will reduce in accordance with your agreed hours. You can access the online calculator to determine an estimate of your salary where you are unable to accept the standard 37 hours per week, at www.durham.gov.uk/newera
You will not be eligible for any additional compensation as a result of working less than the maximum hours offered to you.

8. How will the new 40 weeks term time operate?

The new 40 weeks term time will include 38 weeks, plus 2 weeks to accommodate 5 CPD days (pro rata for part time employees), and other activities to be agreed with the Head Teacher and to reflect the needs of the school. This may not necessarily be a block of 5 days (pro rata for part time employees).

Head Teachers are encouraged to be as flexible as possible when discussing how the 40 weeks will work on an individual school basis. Additional time worked throughout the school year can and should be taken into account wherever possible with arrangements being fluid to meet the demands of the school. Any arrangements should also take account of personal commitments that Teaching Assistants may have. It is hoped that flexible arrangements can be achieved between Heads and Teaching Assistants and that this will mitigate the need to timetable an additional week.

9. How will my pay be calculated based on a term time only contract, and will this be inclusive of annual leave entitlement?

The adjustment applied to pay for an employee paid on a term time basis will be dependent upon whether or not they have 5 or more years’ service for annual leave purposes.

The annual leave entitlement for employees with less than 5 years’ service, is 26 days, and 31 days for employees with more than 5 years’ service (pro rata for part time employees).

Therefore, in addition to the 40 weeks paid working time, you will also be paid your annual leave and public holiday entitlement.

**Calculation for employees with less than 5 years’ service (pro rata for part time employees):**

40 weeks (term time) + 26 days (annual leave) + 8 days (public holidays)

Or, 46.9 weeks’ pay, to be paid in 12 equal monthly instalments

**Calculation for employees with more than 5 years’ service (pro rata for part time employees):**

40 weeks (term time) + 31 days (annual leave) + 8 days (public holidays)

Or, 47.9 weeks’ pay, to be paid in 12 equal instalments
10. I am currently paid on an hours worked and term time only basis. How will this proposal affect me?

Employees who are already paid on this basis will already have their pay calculated on the basis of a 38 weeks per year contract. Under the new contracts, you would see an increase in your salary based on you working the 5 CPD days (pro rata for part time employees), plus an additional week to make up the 40 weeks new term time contract.

You will also be aligned onto the new role and grading structure for Teaching Assistants and this may also impact on your salary.

11. In mainstream schools, what is required of teaching assistants in relation to class cover?

It should be noted that the primary focus of teaching assistants is to undertake specified work under the overall direction and supervision of a qualified teacher. Whilst teaching assistants provide valuable support to both teachers and pupils, teaching is not part of their role.

In terms of class cover, the Education Act 2002 provides that teaching assistants may carry out 'specified work'.

‘Specified work’ is defined as the following activities:

- Planning, preparing lessons and course for pupils;
- Delivering lessons to pupils;
- Assessing the development, progress and attainment of pupils; and
- Reporting on the development, progress and attainment of pupils.

It is expected that the grading, pay and conditions of Teaching Assistants undertaking ‘specified work’ should reflect the high level of work they are undertaking. Therefore for clarification and consistency purposes and in line with proposed new job descriptions for Teaching Assistants, the following should be applied in respect of ‘specified work’ with whole classes:

- **Entry Level Teaching Assistant – Grade 2**
  This role is not required to provide any class cover/specified work;

- **Teaching Assistant – Grade 3**
  The proposed Teaching Assistant (Grade 3 mainstream) role does allow for cover to supervise a class on an unexpected basis. It is anticipated that this will only be on rare occasions and where the head teacher can show evidence that the teaching assistant has sufficient skills, expertise and experience e.g. they are doing it as part of professional development work, as part of planned career progression and the teaching assistant has agreed to it;
• **Enhanced Teaching Assistant – Grade 5**
  The proposed Enhanced Teaching Assistant role (Grade 5 mainstream) allows for the post holder to cover supervise i.e. not teach lessons to pupils. However, an Enhanced Teaching Assistant may undertake all/other elements of ‘specified work’ for smaller groups of pupils/individual pupils.

  As a result of issues raised during this period of implementation of the new grading structure, it would be helpful if, Head Teacher would only utilise those Teaching Assistants who were previously graded at 4 and recently assimilated to 5 (delivery/class cover element only) where the Teaching Assistant feels confident that they have the necessary skills and experience and feel suitably trained to do so. It is acknowledged that Head Teachers are providing support and training for Teaching Assistants in relation to new roles moving forward, and the Progression Board is undertaking some work on this as a priority.

• **HLTA – Grade 7**
  The proposed HLTA role (Grade 7 mainstream) allows for all four elements of ‘specified work’ to be undertaken.

12. **What if a teaching assistant does not feel they have the necessary skills, experience or expertise to undertake class cover?**

   The head teacher must be satisfied that the teaching assistant has sufficient skills, expertise and experience to carry out class cover as only when this is the case does it add value to the lesson.

   Where a teaching assistant considers they do not have the necessary skill, experience or expertise, they should discuss this with the head teacher in order to agree an appropriate development programme. This may include coaching and support as well as training.

   To support the upskilling of teaching assistants, the council has, in conjunction with trade unions, developed a training programme specifically to address any development needs identified in relating to the new teaching assistant roles. Details of this are available on the New Era Website. The programme will be reviewed and amended as appropriate if additional training needs are required. The programme will be overseen by the Professional Development board which has been set up specifically to promote the teaching assistant profession. Details about the development board can be accessed on the New Era Website.
13. What if a teaching assistant does not wish to undertake class cover?

The teaching assistant should discuss this with the head teacher and agree whether another teaching assistant role may be more suitable and whether this could be accommodated within the school. The teaching assistant may wish to involve their trade union representative in any such discussions. A training package has been developed to provide support for teaching assistants who have concerns about this element of their role. Details can be found on the New Era Website.

14. What if a teaching assistant is asked by a head teacher to undertake an element of 'specified work' which is additional to their job role?

A teaching assistant is only required to undertake work within their job role. If a teaching assistant has any concerns about being asked to do additional work they should raise this with their line manager or head teacher in the first instance.

If a member of a trade union, they may also wish to discuss their concerns with their trade union representative.

15. If I suffer a reduction in pay as a result of this proposal, how will this impact on my pension?

You earn pension benefits each year based on the amount of pensionable pay you receive that year. Every year you earn 1/49th of your pensionable pay as a pension, payable without reduction if you retire at your state pension age.

If you leave work before your state pension age you can choose to draw your pension benefits at any time from age 55 onwards, in which case early retirement reductions will apply to your benefits. If your pensionable pay will be reducing as a consequence of these changes, you will earn a lower amount of pension each year.

The pension benefits you have from any membership of the pension scheme earned before April 2014 will be calculated using your final pensionable pay when you retire or leave the scheme. Although your pensionable pay is reducing as a consequence of these changes, if you retire or leave within the next 10 years, we will be able to use a three-year average pensionable pay figure to calculate your pension benefits for membership earned before April 2014, looking back over up to 13 years before the date you leave or retire and using financial years (ending on 31 March). This should ensure that anyone who leaves or retires within the next 10 years should not have their pension benefits earned before April 2014 adversely affected by the reduction in pay.

The contribution rate you pay to the pension scheme will be reassessed as a result of your reduction in pensionable pay and if you move into a lower pensionable pay band you may end up paying pension contributions at a lower rate. You will be able
to check your payslip after these changes have been implemented to see whether your contribution rate has changed.

16. Can I pay additional contributions into my pension?

Yes, details of the options were included in a previous newsletter sent to all LGPS scheme members – here is an extract from that newsletter:

Contributions – paying more
You can choose to pay extra into your LGPS pension if you want to increase your eventual retirement income, using one or both of the following options:

Additional Voluntary Contributions (AVCs)
AVCs build up a fund invested with one of our AVC providers (Prudential or Standard Life) that can be used to increase your pension benefits on or after you retire from the LGPS. You choose the amount you want to pay in AVCs and can start or stop the contributions when you want. You can pay in up to 100% of your salary, after taking into account your normal scheme and National Insurance contributions. An AVC fund will change in value depending on:

- how much you pay in
- how long you are contributing for
- the performance of the underlying investments
- in some circumstances the fund value could be less than your total contributions.

At the moment, the tax rules and the LGPS regulations allow individuals to use their AVC fund on retirement to increase their tax-free lump sum without having to give up any of their annual pension (subject to certain limits). If you want to know more about AVCs or decide you want to save more for your retirement by paying AVCs, contact:

Prudential: 0800 032 6674 (Mon-Fri 9am-6pm)
https://www.pru.co.uk/rz/landing_page/lgps_landingpage/

Standard Life: https://www.standardlifepensions.com/lgps (for information on investment choices, if you decide you want to pay AVCs with Standard Life you will need to contact the Pensions Team initially – contact details are: telephone: 03000 264322 email: pensions@durham.gov.uk post: Pensions, Resources, Durham County Council, Durham DH1 5UE

Additional Pension Contributions (APCs)

You can pay APCs to buy additional Local Government pension, payable when you retire. You can buy the extra pension by paying APCs every month for a number of years or by making a one off lump sum payment. The maximum amount of additional pension you can buy is currently £6,755 (this amount increases every April in line with the cost of living). If you choose to buy APCs over a number of years and stop paying them before the end of the period, the value of the pension you buy will be reduced proportionately. If you retire before your State Pension Age your APC
pension will also be reduced as it is being paid early, unless you retire on the grounds of permanent ill-health.

If you have a period of authorised unpaid leave (including unpaid maternity, paternity or adoption leave) and you ask to pay APCs to make up for the pension you lost while you were not receiving any pay, provided you ask to make the payments within 30 days of returning to work, your employer will pay two thirds of the cost. These are known as Shared Cost APCs.

If you want to pay APCs we will ask you to provide a letter from your GP stating you are in reasonably good health for your age – if your GP makes a charge to provide the letter you will be expected to meet that cost. We will not require a GP letter for a request to buy Shared Cost APCs or where you are paying the full cost as a one-off payment. If you are interested in paying APCs the following website allows you to find out the monthly cost for buying different amounts of pension, it also allows you to complete an application form to send to your employer’s payroll section and to the Pensions Team if you decide to go ahead with the paying APCs. The website can be found at https://www.lgpsmember.org/more/apc/index.php

17. Will I be paid overtime if I work above my contracted hours?

Any requirement to work above your contracted hours is subject to the agreement of the Head Teacher and based on the needs of the school.

Where this is the case, you will be paid in accordance with the Council’s Local Collective Agreement (LCA). A copy of the LCA can be accessed for information at www.durham.gov.uk/newera

18. Am I entitled to compensation?

Compensation is payable if your pay is reduced as a result of the move from whole time to term time pay, and/or a reduction in your Grade.

You will not be compensated for any additional reduction in your pay if you work less than the new contracted hours.

19. What happens to my compensation if I change my job/circumstances after the implementation of these changes in January 2018?

(a) If an employee moves to a higher graded Teaching Assistant role (which is deemed ‘in scope’ of this exercise) in a DCC maintained school, within 2 years of the date of implementation, the compensation payment would be recalculated to take account of the increase in pay with immediate effect.

Depending on the impact of the pay increase, the employee may no longer be entitled to compensation, or they may have their compensation payment reduced to reflect the reduced differential. If the employee is receiving compensation in
monthly instalments, this will mean the payments are adjusted at the time of the change. However, if the employee opts to receive two annual lump sum payments, this may mean that there is a requirement to pay back a proportion of the compensation already paid.

(b) Split contracts – where split contracts have been agreed as a result of the current TA exercise, compensation will be adjusted at the commencement of Year 2, where applicable.

(c) Whether these be contractual or submitted via a timesheet, increases in hours and any resultant increase in salary will not impact on the compensation payment received in the first year. Any resultant increase in hours/increase in pay will be incorporated into the review of payments for year 2.

(d) If an employee moves to a lower graded Teaching Assistant role (which is deemed ‘in scope’ of this exercise) in a DCC maintained school (outside of the assimilation process), within 2 years of the date of implementation, the compensation payment will continue and remain unchanged for the remainder of the compensation period. It will not increase if the salary of the employee reduces further due to moving positions.

(e) If the employee moves to another DCC post which is outside of the scope of this exercise within 2 years of the date of implementation they will no longer be entitled to compensation, regardless of the new grade, and payment will cease at the point the employee takes up the new role. If the employee has opted to receive two annual lump sum payments, this may mean there is a requirement for them to pay back a proportion of the compensation already paid.

(f) If the employee voluntarily moves to an Academy post within 2 years of implementation, or any other role outside of DCC, they will no longer be entitled to compensation and payments will cease when the DCC contract ends. If the employee opted to receive two annual lump sum payments, there may be a requirement to pay back a proportion of the compensation already paid.

(g) If the employee is TUPE transferred to an Academy within 2 years of implementation, compensation will continue to apply for the remainder of the compensation period, or until there is a change in circumstances which may affect this eg. voluntarily moving to another post in the new organisation which is out of scope of this exercise.

(h) If the employee leaves, and then returns to a post which is in scope of this exercise, the employee will not be eligible to resume any previous entitlement to compensation.
(i) Maternity Pay Impact on Compensation - Compensation will not be paid during the period of occupational maternity pay, as this period of maternity pay is calculated on the basis of either a) whole time salary prior to implementation or b) on salary post implementation which will be inclusive of compensation. However during periods of statutory maternity pay only or unpaid maternity leave, compensation will be payable.

(j) Sickness Pay Impact on Compensation - Compensation will match the principles of earnings and therefore will match the pay situation of the employee i.e. full compensation when in full pay, half compensation when in half pay and no pay when in no pay.

(k) If the employee leaves DCC on the basis of Early Retirement and/or Voluntary Redundancy the compensation payment will cease when employment ends.

(l) If the employee leaves DCC on the basis of Compulsory Redundancy the compensation payment will cease when your employment ends.

20. Will I pay pension contributions on my compensation payment?

The compensation payment is non-pensionable, regardless of the method of payment. This may mean that some employees will see an increase in their take home pay during the compensation period, as they will incur lower pension contribution deductions.

21. The school are proposing to split my contract across two grades, how will this affect my compensation?

Your current year 1 compensation will remain unaffected by a change due to splitting your contract i.e. lowering the hours on your current position and giving you a further new position. A review of your compensation entitlement will be conducted at the commencement of year 2 for that coming year.

22. I am currently part time and wish to accept some additional hours I have been offered. How will this affect my compensation?

Increases in hours and any resultant increase in salary will not impact on the compensation payment received in the first year. Any resultant increase in hours/increase in pay will be incorporated into the review of payments for year 2.

23. I have applied for my position to be regraded; if this is successful will this affect my compensation?

If your grade increases due to a re-grade, successful appeal etc within the compensation period, the compensation payment will be recalculated to take account of the increase in pay.
Depending on the impact of the pay increase, you may no longer be entitled to compensation, or you may have your compensation payment reduced to reflect the reduced differential. If you are in receipt of monthly compensation instalments, this will mean the payments are adjusted at the time of the change. However, if you have received your compensation via a lump sum payment, this may mean that there is a requirement to pay back a proportion of the compensation already paid. Where possible, this will be recovered from any salary arrears which may be due on account of the regrade.

24. I have got a new job – will this affect my compensation?

If you have been appointed to a position outside of the scope of the Teaching Assistant consultation e.g. a teacher, supervisory assistant, caretaker etc, your entitlement to compensation will cease and payments will stop. If you have received your compensation via a lump sum payment, this will likely mean that there is a requirement to pay back a proportion of the compensation already paid.

If you have been appointed to a position within scope of the Teaching Assistant consultation i.e. another teaching assistant position, in a Durham County Council school, your compensation will be reviewed to determine whether you have received an increase in pay due to the change i.e. if you've been appointed to a higher graded post, and your compensation payments will reduce as a result of any increases in salary received.

If you voluntarily move to an Academy post within 2 years of implementation, or any other role outside of DCC, you will no longer be entitled to compensation and payments will cease when the DCC contract ends. If you have opted to receive two annual lump sum payments, there will likely be a requirement to pay back a proportion of the compensation already paid.

25. My new salary was calculated including a 1% pay award. I'm now aware that the pay award will be higher than this. Will this affect my compensation?

For the purposes of the calculation, a 1% pay award had previously been applied when providing salary and loss estimates. However, the pay award has been agreed in excess of 1% and therefore compensation payments will be adjusted going forward for monthly payments from April 2018, and overpayments of compensation made due to lump sum payments will be recovered in due course.

26. My school has implemented a restructure and I have been downgraded. Will I get more compensation.

If you move to a lower graded Teaching Assistant role (which is deemed ‘in scope’ of this exercise) in a DCC maintained school (outside of the assimilation process), within 2 years of the date of implementation, the compensation payment where due will continue and remain unchanged for the remainder of the compensation period. Compensation will not increase if your salary has reduced due to moving positions.
27. My school is converting to an academy; will I still receive compensation?

If the employee is TUPE transferred to an Academy within 2 years of implementation, compensation will continue to apply for the remainder of the compensation period, or until there is a change in circumstances which may affect this eg. voluntarily moving to another post in the new organisation which is out of scope of this exercise.

28. What happens to my compensation if I leave employment with DCC and then return at a later date?

If you leave, and then return to a post which is in scope of this exercise, you will not be eligible to resume any previous entitlement to compensation.

29. I'm going on maternity leave soon; will I still receive compensation?

Compensation will not be paid during the period of Statutory Maternity Pay (SMP) i.e. the first 6 weeks (90% salary), and will also not be paid during the period of Occupational Maternity Pay (OMP) i.e. the following 12 weeks (50% salary), as this period of maternity pay is calculated on the basis of either a) whole time salary prior to implementation or b) on salary post implementation which will be inclusive of the compensation amount. However during periods of Statutory Maternity Pay only or unpaid maternity leave, compensation will be payable.

30. I'm on long term sickness leave and am due to go onto half/no pay. What will happen to my compensation?

Compensation will match the pay situation of the employee i.e. full compensation when in full pay, half compensation when in half pay and no compensation when in no pay.

31. Will I receive increments if I have been assimilated to a higher graded post?

Where employees are moving to a higher graded position, they will be moved to the first available increment within the new grade on 1 January 2018, except in situations where there is an overlap of spinal column points from the existing grade to the new. In these circumstances, employees will be moved onto the next available spinal column point up in the new grade. Increments will then continue to be applied as normal on 1st April each year, within the range of the spinal column points available within that grade. This is a consistent approach applied across the council in accordance with the Local Collective Agreement December 2012.
32. Will I receive a pay award during the compensatory payment and has that been included in my personal impact figures?

All projected salary figures provided on individual letters are inclusive of anticipated pay awards of 1%, applicable from 1 April each year. However please note that your pay will not increase if it is still below the compensatory level.

33. Will compensation be paid in addition to the salary quoted in the recently issued sop?

Further to the issuing of your revised statement of particulars (SOP) for your position from 1 January 2018, I would like to provide the following clarification.

The salary quoted on the SOP relates to the salary rate of your position as at 1 January and does not include any compensatory payments due. Where eligible for compensation i.e. where a loss of salary is incurred due to the move from whole time to term time pay, compensation will be paid in addition to the salary quoted on your SOP.

Further to this, the anticipated salary increase expected in April 2018 (due to increments applied and projected pay award) will not be reflected in the salary figures quoted in your SOP, as this is a ‘snap shot’ of your salary rate as at 1 January. It is therefore anticipated that the salary quoted on SOP will increase from 1 April 2018 due to these factors.

Your expected salary in the calendar year 2018, where the additional hours offered are worked, will therefore remain unchanged from your current salary due to the compensatory payment, incremental rises and anticipated pay awards.