

JOINT NEGOTIATING COUNCIL FOR THE EDUCATION AND LIBRARY BOARDS

14 February 2008

**To: Chief Executives
Council Members
MSO/TUSO**

Joint Negotiating Council Circular No. 142

Implementation of Job Evaluation for Classroom Assistants

The Joint Negotiating Council at its meeting on Friday 30 November 2007 reached a Collective Agreement, through a unanimous vote on the Management Side and a majority vote on the Trade Union Side, to implement job evaluation for Classroom Assistants.

In accordance with the Constitution of the JNC, this agreement is binding on the Boards.

The terms of the Agreement are attached to this circular as follows:

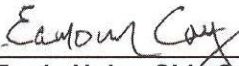
Appendix 1 Agreement to Implement Job Evaluation for Classroom Assistants


Appendix 2(a) Protection Arrangements

Appendix 2(b) Enhanced Protection Arrangements for the period of the Minister for Education's Fundamental Review of the Planning and Management of the Education Workforce in Schools


Management Side Secretary
R McGreevy


Trade Union Side Secretary
L Kerr


Trade Union Side Secretary
E Coy


Trade Union Side Secretary
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JOINT NEGOTIATING COUNCIL FOR THE EDUCATION AND LIBRARY BOARDS

AGREEMENT TO IMPLEMENT JOB EVALUATION FOR CLASSROOM ASSISTANTS

The terms of the Agreement reached by the JNC on Friday, 30 November 2007 are summarised below.

1. Buy-out of Historic Terms and Conditions

Management's £15m 'buy-out' of Classroom Assistants' historic terms and conditions of service (32.5 hour divisor and the special needs allowance) from 1995 will result in all current Classroom Assistants, employed as at 30 November 2007 who sign an agreement, receiving a one-off payment as follows:

- employees with up to and including 5 years' continuous service as a Classroom Assistant will receive £1,613.
- employees with 5 years' service and a day or more continuous service as a Classroom Assistant will receive £2,478.

The one-off payments will be subject to tax and national insurance contributions but no deduction will be made for superannuation.

Note:

No Classroom Assistant will be forced to sign up to the JNC Agreement. However, failure to do so will mean that the Classroom Assistant will not be entitled to the one-off 'buy-out' payment and the implementation of the agreed job evaluation scheme cannot proceed insofar as it applies to the individual post. In such circumstances the Classroom Assistant will be entitled to remain on the current terms and conditions of service and will continue to receive annual pay awards.

2. Job Evaluation

The outcomes of job evaluation will be implemented on the basis of the agreed 36-hour divisor as follows:

Classroom Assistant (General)

Clerical Officer Grade
(SCP 4-13)
(SCP 6-13 w.e.f. 01.10.06)

Classroom Assistant (Special Needs)

Senior Clerical Officer Grade
(SCP 14-17)

Classroom Assistant (Additional Special Needs)

Executive Officer Grade
(SCP 18-25)

Backdating Arrangements

Where the outcomes of the job evaluation exercise result in a post being regraded the backdating will be based on a 36 hour divisor and will be effective from the date the duties commenced but no earlier than 1 January 1995.

In the event of a regrading normal incremental progression on the salary scale will commence on the first point from the effective date of implementation. There is no mechanism for higher initial placement.

3. Pay Protection

The Boards agree to put in place the substantial pay protection arrangements as detailed in Appendix 2(a) and Appendix 2(b) 'Protection Arrangements' of this circular.

4. Pension Protection

The Boards agree that no current Classroom Assistant will lose out on their pension as a result of the implementation of job evaluation. This is because the Boards have agreed to put in place the pay protection arrangements as outlined at 3 above. There is no change to accrued membership for pension calculations.

This means that there will be no loss in pension entitlement from 1995 to the present day. There will also be no loss in respect of future continuous membership but pension entitlement may be affected if pay is subsequently reduced through loss of pay protection.

5. Fundamental Review of the Planning and Management of the Education Workforce in Schools

The Boards and Trade Union Side have agreed to work together to ensure that the following issues are addressed as part of the Ministerial Review of the school workforce moving into the future:

- a) qualifications for classroom assistants (including issues around NVQ requirements);
- b) pay structures and terms and conditions;
- c) career development of classroom assistants.

AGREEMENT TO IMPLEMENT JOB EVALUATION FOR CLASSROOM ASSISTANTS

PROTECTION ARRANGEMENTS

The terms of the protection arrangements are as follows:

(a) Scenario 1

A special needs classroom assistant whose child leaves at P7 (end June) and the classroom assistant takes up a similar post in the same school in September.

Scenario 1 - Response

Providing continuity of service* is not broken the member of staff will continue to be protected on their current salary point with further pay progression on the protected scale provided they have not reached the maximum point.

Scenario 1 - Example

A classroom assistant with a special needs allowance on SCP 15 and a hourly rate of £9.5613 (based on 32.5 hours including the special needs allowance) will remain protected on their current SCP 15 (including special needs allowance) when they take up another classroom assistant post with special needs in the same school.

(b) Scenario 2

A special needs classroom assistant whose child leaves at P7 (end June) and takes up a similar post at a different school in September.

Scenario 2 - Response

Providing continuity of service* is not broken the member of staff will continue to be protected on their current salary point with further pay progression on the protected scale provided they have not reached the maximum point.

Scenario 2 - Example

A classroom assistant with a special needs allowance on SCP 15 and a hourly rate of £9.5613 (based on 32.5 hours including the special needs allowance) will remain protected on their current SCP 15 (including special needs allowance) when they take up another classroom assistant post with special needs in a different school.

(c) Scenario 3

A special needs classroom assistant whose child leaves the school and the classroom assistant is offered and takes up a post within the school as a classroom assistant without special needs.

Scenario 3 - Response

Providing continuity of service* is not broken the member of staff will continue to be protected on their current salary point with further pay progression on the protected scale provided they have not reached the maximum point.

* Continuity of service will be maintained in circumstances where a classroom assistant ceases employment at the end of June and commences employment prior to 1 October and in a situation where redundancy has not been paid.

Scenario 3 - Example

A classroom assistant with a special needs allowance on SCP 15 and a hourly rate of £9.5613 (based on 32.5 hours including the special needs allowance) will remain protected on their current SCP 15 (including special needs allowance) when they take up a classroom assistant post without special needs in the same school.

(d) Scenario 4

A special needs classroom assistant whose child leaves the school and the classroom assistant is offered and takes up a post at another school as a classroom assistant without special needs (new post).

Scenario 4 - Response

Providing continuity of service** is not broken if the classroom assistant's pay point on the old scale (based on 32.5 hours including the special needs allowance) is higher than the maximum point of the new pay scale the member of staff will be placed on the maximum point of the new pay scale.

Scenario 4 - Example

A classroom assistant who is on SCP 15 and a hourly rate of £9.5613 (based on 32.5 hours including the special needs allowance) who's child leaves the school and who receives alternative employment in another school in the new classroom assistant post without special needs will be placed on the maximum point SCP 13 of the CO scale at an hourly rate of £7.7368.

Scenario 4 – Response 2

Where the classroom assistant with special needs (old post) has not reached the maximum point of the old scale, the classroom assistant will be assimilated across on to a corresponding point on the new pay scale.

Scenario 4 – Example 2

A classroom assistant who is on SCP 8 with an hourly rate of £7.9539 (recognised scale) who leaves the school and takes up alternative employment in another school in a new classroom assistant post without special needs will be placed on SCP10 of the CO scale with an hourly rate of £6.9329.

(e) Scenario 5 - Post JE arrangement

A classroom assistant with special needs at executive officer level who is in a redundancy situation and is offered and takes up a special needs post at SCO level.

Scenario 5 - Response

In this scenario it is assumed the alternative post is in a different school. Providing continuity of service* is not broken and where the classroom assistant's pay point on the executive officer scale is higher than point 21, the member of staff will be placed on the maximum point of the new SCO pay scale.

Scenario 5 – Example

In this example the classroom assistant is on the new executive officer pay scale for the classroom assistant (additional special needs) SCP 18–25. The classroom assistant (additional special needs) is within range of points SCP 21-25 with hourly

* Continuity of service will be maintained in circumstances where a classroom assistant ceases employment at the end of June and commences employment prior to 1 October and in a situation where redundancy has not been paid.

rates £9.5811 to £10.7797 per hour and obtains alternative employment in a classroom assistant (special needs) post in a different school they will be placed on the maximum point of the pay scale which is SCP 17 with an hourly rate of £8.4304 per hour.

Example 2

A classroom assistant who is on a point lower than point 21 of the executive officer scale, will be assimilated across on to a corresponding point on the new SCO scale.

(f) Scenario 6

A classroom assistant without special needs is made redundant and takes up another similar post at another school ie classroom assistant without special needs.

Scenario 6 - Response

In scenario 6 it has been assumed the classroom assistant without special needs has been made redundant and has received a redundancy payment and continuity of service has been broken. In this situation the classroom assistant's service will return to zero and the classroom assistant without special needs will be placed on the first point of the classroom assistant scale SCP 6 (points SCP 4 and SCP 5 will be removed following an age discrimination audit by the boards).

Scenario 6 - Example

A classroom assistant without special needs allowance on SCP 15 and with a protected hourly rate of £8.9087 (based on 32.5 hours without the special needs allowance) who is made redundant and later finds a job in another school will be placed on the new classroom assistant scale on point SCP 6 at an hourly rate of £6.1897.

In the above example if continuity of service is not broken and the member of staff is not made redundant but obtains alternative employment in a classroom assistant post without special needs the classroom assistant would remain protected on the hourly rate of £8.9087.

JOINT NEGOTIATING COUNCIL FOR THE EDUCATION AND LIBRARY BOARDS

CLASSROOM ASSISTANTS - JOB EVALUATION

ENHANCED PROTECTION ARRANGEMENTS DURING THE PERIOD OF THE FUNDAMENTAL REVIEW OF THE PLANNING AND MANAGEMENT OF THE EDUCATION WORKFORCE IN SCHOOLS (PROVIDED CONTINUITY OF SERVICE IS NOT BROKEN)**

Full protection during the Review means that a classroom assistant will be protected on their current rate of pay whether they move to the same job or a lower graded job in the same school or another school.

This means that if the classroom assistant's protected pay includes a special needs allowance (SNA) they will continue to receive annual pay awards on their salary and on their SNA.

STANDARD PROTECTION ARRANGEMENTS AFTER THE REVIEW IF PAY SCALES REMAIN UNCHANGED (PROVIDED CONTINUITY OF SERVICE IS NOT BROKEN*)

Under the standard protection a classroom assistant will be protected on their current rate of pay including the SNA if held. The salary will continue to increase with annual pay awards, however, the special needs allowance element will be frozen.

If a classroom assistant moves to another classroom assistant post within the same school at the same grade or a lower grade they will continue to be in receipt of their current rate of pay.

If a classroom assistant moves to a similar graded post in another school they will continue to receive their current rate of pay.

If the classroom assistant moves to a lower graded classroom assistant post in a different school (CA special needs to CA without special needs) the classroom assistant will lose the protection and they will be appointed to the appropriate pay point of the lower scale based on their length of service; if they have 6 years service they would be placed on at least the 6th point of the lower graded scale.

* Continuity of service will be maintained in circumstances where a classroom assistant ceases employment at the end of June and commences employment prior to 1 October and in a situation where redundancy has not been paid.