

JOINT NEGOTIATING COUNCIL FOR THE EDUCATION AND LIBRARY BOARDS

12 March 2001

PW/PM

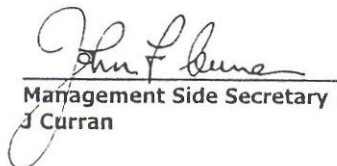
**To:- Chief Executives
Council Members
MSO/TUSO**

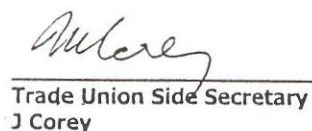
Council Circular No. 53

Classroom Assistants and other Term-time only Staff in Schools (Secretaries and Technicians)


The Joint Secretaries of the Joint Negotiating Council have ratified the attached agreement for classroom assistants and other term-time only staff in schools (secretaries and technicians).

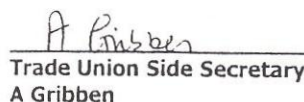
The agreement makes new provision for all classroom assistants, school secretaries and school technicians currently employed on term-time contracts in schools.


Management Side Secretary
J Curran


Trade Union Side Secretary
J Corey


Trade Union Side Secretary
J Donaghy


Trade Union Side Secretary
A Elliott


Trade Union Side Secretary
A Gribben

JOINT NEGOTIATING COUNCIL FOR EDUCATION AND LIBRARY BOARDS

**CLASSROOM ASSISTANTS AND OTHER TERM-TIME ONLY STAFF IN SCHOOLS
(SECRETARIES AND TECHNICIANS)**

- 1.1 This Joint Negotiating Council agreement makes new provision for all classroom assistants, school secretaries and school technicians (hereinafter referred to as term-time staff) currently employed on term-time contracts in schools.
- 1.2 This agreement will not alter in any way NJC terms and conditions of employment except where it is necessary to have amendments to contracts of employment to implement the agreement. Within the terms of this agreement it is agreed there should be no detriment to any existing employee.

Options

2.1 Under this agreement staff will have the following options:-

- (a) All existing term-time staff will be offered immediately the option to transfer to a 52-week contract of employment. The revised contract will have the same number of contractual weekly hours of work as the existing contract. For staff accepting this option the revised contract will be deemed to apply from 1st April 2001;
- (b) All staff accepting option (a) will retain the option to request periods of unpaid leave during any extended school closures in the future. Such requests will be subject to normal approval arrangements but permission will not be unreasonably withheld;

or

- (c) be given the option to retain their existing contract of employment without change;

or

- (d) opt for an extension of up to two weeks paid work based on the existing number of contractual weekly hours with no other change to their existing contract of employment.

2.2 Under option 2.1 (a) during extended periods of school closures staff may be required to engage in either the same duties or such other duties as may be required in line with existing contracts of employment. Further staff may be required to attend training either in relation to their existing duties or to prepare them for any reasonable variation in line with their existing contract of employment.

- 2.3 The Joint Negotiating Council has further agreed that the practical application of the requirements of paragraph 2.2 should be in line with the guidance at Annex A of this agreement.

School Closures and Leave

- 3.1 It will also be a requirement that all holidays be taken during periods of school closures. Where any exceptional circumstances arise, approval for a member of staff to take annual leave outside these periods will be at the discretion of the school concerned.
- 3.2 Staff's entitlements to seek special leave in accordance with their existing terms and conditions of employment are unaffected by this agreement.

Other Conditions

- 4.1 Under option 2.1 (a) it will be a requirement to permit the Board to make payments of salary in accordance with the BAC System.

New Employees

- 5.1 With effect from the date of this agreement all new school based appointments for the categories of staff involved will be appointed in accordance with option 2.1 (a).

Temporary Contracts

- 6.1 As a condition of this agreement Boards will recommend to schools the immediate review of all temporary contracts with a view to confirming staff on permanent contracts. The Boards will provide detailed personnel and legal advice to assist schools in this regard. Such arrangements will also be applied to staff employed in special schools as well as those employed in mainstream schools with a statemented child. For all staff who transfer to permanent contracts these will be effective from 1st April 2001.
- 7.1 The Executive Committee of the Joint Negotiating Council will monitor implementation of the agreement and Boards will report progress made to the Joint Secretaries on a quarterly basis commencing with the first report at 31st May 2001. Boards should also consult with local trade union representatives on implementation within each Board area.

Exercise of Options and Implementation

- 8.1 Education and Library Boards are responsible for ensuring all appropriate action is taken to implement the terms of this agreement without delay and within the timetable and deadlines set out below.
- 8.2 Within one month of the date of this agreement Boards will provide all term-time staff with a copy of the agreement and staff will be invited to exercise one of the options as set out at paragraph 2.1 above. Staff will be given a period of at least 3 weeks to reply.

- 8.3 Staff will have the opportunity to review the option exercised under paragraph 2.1 up to 31st December 2003 provided notice is given to their employer before 1st April within the relevant school year.

12 March 2001

ANNEX A

APPLICATION OF PARAGRAPH 2.2 OF THE AGREEMENT

1. This guidance clarifies the requirements for Boards, Schools and staff with regard to the practical implementation of paragraph 2.2. of the agreement.

Reasonable variation or adjustment of duties

2. The agreement provides that staff may be required to undertake such duties as agreed in accordance with their contract of employment. For their part employers agree to apply this provision in a reasonable way and undertake not to make either excessive or unwarranted requirements upon staff. For their part staff would be expected to co-operate with employers and to comply with any reasonable request in this regard.
3. In relation to any duties which require to be performed at other than the member of staffs' usual place of work the member of staff may be required to work at any such other place of employment in the board's service in accordance with their contract of employment. Similarly should any training be required this may be provided either at the usual location or such other location as is reasonable. Where the location of work would be in excess of the distance from the usual place of work staff qualify for payment of the appropriate allowances, applicable at that time.
4. For the purposes of guidance examples of duties that staff may be required to undertake are Board youth and summer schemes, numeracy and literacy schemes, reading schemes in Board libraries and administrative/clerical duties as appropriate.

Notice

5. While the revised 52-week contract includes a requirement to be available to work during school closures, reasonable notice should be given to staff of proposed work and or training periods during extended school closures. In particular it is recognised that school based staff may wish to plan for family holidays to be taken during July and August. Every effort will be made to facilitate staff interested in undertaking work or training during Christmas and Easter school closure periods.

6. Apart from the first year of operation it is agreed that schools and/or Boards should consult with staff before the end of April each year on any potential requirements to undertake duties and/or training during the months of July or August.
7. Any requirements in respect of work or training during extended school closure periods may be determined annually. Where a member of staff is not required to undertake such duties in any year it is agreed that this will not operate as a precedent in any future years.
8. Where any difficulties or differences arise in relation to the interpretation of the above provisions these will be referred in the first instance to the JNC Joint Secretaries for determination. The status quo will be maintained pending such determination.

12 March 2001

REPLY SLIP

CLASSROOM ASSISTANTS AND OTHER TERM-TIME ONLY STAFF IN SCHOOLS
(SECRETARIES AND TECHNICIANS)

NAME _____ (Please PRINT)

POST _____ (Please PRINT)

SCHOOL/LOCATION

I wish to accept the following OPTION (Please TICK the appropriate box)

OPTION ONE

I wish to opt for an extension of up to two weeks paid work based on my existing number of contractual weekly hours with no other change to my existing Contract of Employment.

OPTION TWO

I wish to opt for a 52-week Contract of Employment.

I understand that the revised Contract will have the same number of contractual weekly hours of work as the existing Contract.

OPTION THREE

I wish to opt for a 52-week Contract of Employment, with the same number of contractual weekly hours of work as the existing Contract with an option to request periods of unpaid leave during any extended school closures.

SIGNED

DATE

Please return this Reply Slip, signed and dated, in the stamped addressed envelope provided to:

The Human Resources Manager, The _____ Education and Library Board,
_____. BT-- --- on or before **Monday, 2 April 2001**.