



# THE GREEN BOOK AND ASSOCIATED MATTERS

## NEU Guidance for Reps and Local Officers

### **“The Green Book”**

The “Green Book”, or to give it its’ full title, the National Agreement on Pay and Conditions for Service, was a product of the amalgamation in 1997 of the previous Administrative, Professional, Technical and Clerical (Purple Book) and Manual (Book colour varied, according to Region) Terms & Conditions Handbooks for Local Government employees.

It is the property of the National Joint Council (NJC) for Local Government Services, and it covers all Local Government employees in England, Wales and Northern Ireland, except where an LA has opted out of specific provisions of the Green Book.

Representation on the NJC is provided by the Local Government Association (LGA), representing the employers, and the three recognised Local Government Trade Unions (Unison, GMB and Unite), who represent the workforce.

### **Coverage**

The following LAs with responsibility for schools have opted out of the pay bargaining arrangements, to give themselves the flexibility to set their own pay rates:

**Buckinghamshire, Bromley, Hampshire, Huntingdonshire, Kent, Medway, Northamptonshire, Oxfordshire, Surrey**

Also, many Authorities have opted out of specific sections of the Green Book e.g. Hertfordshire have their own sick pay and car mileage arrangements.

When representing support staff members, it is important to find out if the Green Book is honoured in whole or in part in the particular jurisdiction, as this will affect the advice to be provided.

### **Academies**

At the point of transferring to academy status, the TUPE Regulations will come into force, and this means that the Green Book and the NJC pay arrangements (where they apply) will remain in place for existing staff. Of course, TUPE does not apply for new entrants, but in accordance with the terms of the TUC Model Recognition Agreement for Academies, or in the absence of a formal agreement, and in line with custom and practice, the vast majority of academies and all Multi-Academy Trusts (MATs) apply the Green Book and the NJC pay arrangements for all support staff, including post-conversion entrants.

### **Foundation, Trust, Voluntary-Aided and Voluntary-Controlled schools**

The position for these schools is identical to that outlined above for academies.

## **So how does the “Green Book” differ from the “Burgundy Book”**

### Pay (Part 2, Section 5.2)

All employees will be placed on a point of the local government pay spine, which can be found on the NEU website. The figures are for full-time equivalent (FTE) employees, so members who work part-time and/or are paid on a term-time only basis will need to take this into account when working out which spine point is appropriate to them.

Whilst Green Book-compliant employers will use the Local Government pay spine, each employer can determine its own pay scales: This leads to marked differences between employers when it comes to the local “rate for the job” – and you will often find significant differentials between adjacent LAs. The relevant Pay Policy will need to be identified before providing definitive advice on pay.

### Temporary additional duties (Part 3, Paragraph 1.3)

This states that there should be “local arrangements for recognising temporary additional duties where employees act up in the absence of more senior employees.”

Whilst it is clear that this clause is something of a “dead letter” as far as schools are concerned, it should still be used to argue for a fair and consistent policy to be established, to ensure that the taking on of more responsible work is adequately compensated.

### Final Pay on Leaving

The salary of Term-Time Only (TTO) paid staff is invariably paid in 12 equal monthly instalments, so that they receive a consistent monthly payment throughout the course of the calendar year.

However, if the TTO-paid employee leaves before the end of their 12-month period of employment, their final pay packet should be adjusted upwards to include the part of their salary that had been scheduled to be paid later. If it is not adjusted, this can lead to underpayments of up to two months’ salary.

By way of illustration, if a member leaves at the end of the summer term, they will not have been paid their full salary entitlement for the year, because some of it was scheduled to be paid in August (when they “earn” nothing because they are not paid for school closure periods) – after the members’ notice period had elapsed.

### Salary Deductions – Unauthorised Absences

For teachers, the Burgundy Book (Section 3, Paragraph 3.2) states that the pay deduction for a day of ‘unauthorised absence (e.g. strikes)’ should be 1/365th of annual salary.

However, for Green Book-covered staff, employers can make deductions on the basis of 1/5 of a week’s pay per day spent on strike (for full-time employees). This is the equivalent of 1/260th of a year’s pay, and is based on the High Court decision in *Cooper & others v The Isle of Wight College* (2007).

### Annual Leave (Part 2, Section 7)

Whereas teachers do not receive an annual leave allowance as such, school support staff employees are entitled to 21 days (25 after 5 years) annual leave, plus the 8 Bank Holidays and 2 additional Extra Statutory Holidays.

For staff employed all-year round, schools generally insist that they take their annual leave during school holidays, to minimise disruption: However, the Green Book is silent on this point, and staff can ask to take their leave in term-time.

Staff paid and employed on a term-time only basis must be paid the cash equivalent of their leave entitlement, reduced on a pro-rata basis – see below for more on term-time only pay.

#### Working Time (Part 2, Section 6)

Whereas school teachers work 1265 hours over the course of a year, support staff are contracted to work on a weekly basis: The standard full-time equivalent working week for Green Book employees is 37 hours (36 in London).

Support staff who work more than their contracted hours on any given day should be compensated for the additional time worked, either by overtime or TOIL; and if the working of additional time becomes a regular occurrence, consideration should be given to amending the contract of employment, to reflect the fact that the additional hours have developed into a permanent requirement.

#### Time off in Lieu (TOIL)

The Green Book makes no reference to TOIL as an alternative to overtime payments, but many schools offer, and staff prefer to take, TOIL instead of the cash equivalent. It is important is to ensure that TOIL is offered at the same rate as overtime e.g. time and a half, Mondays to Saturday (Part 3, Section 2.3), and that, either way, additional hours worked are compensated for.

#### Notice Periods (Part 2, Section 15)

In accordance with the law, employers have to give up to a maximum of 12 weeks' notice. Employees need to give a minimum of one months' notice. The precise terms of notice will be determined locally, so members will need to check their contract of employment for details.

#### Sick Leave and Pay (Part 2, Section 10 and Part 3, Section 4)

The Green Book sickness scheme starts at one month at full pay plus, after 4 months' service, 2 months at half pay and increases annually to, after 5 years, 6 months at full pay and 6 months at half pay. Unlike teachers where the sickness absence year is fixed and runs from 1 April–31 March so that from 1 April, sickness absence reverts to 0 (unless the teacher is on sick leave), support staff have a "rolling year" which means that at the start of any absence the employer will look back over the previous 12 months and add any previous sickness days to the current entitlement.

Absences caused by "industrial disease, accident or assault arising out of or in the course of employment" (Part 2, Section 10.2) or "contact with infectious disease" (Section 10.9) must not be offset against the employee's sick pay entitlements under the scheme, and should be recorded separately from normal sickness records for the purposes of the Sick Pay scheme.

One important difference between the two Books is that it is commonly accepted that the reference in the Burgundy Book to "accident, injury or assault attested by an approved medical practitioner to have arisen out of and in the course of the teacher's employment" must be taken to include psychological or psychiatric injuries e.g. work-related stress. (Paragraph 9.1). By contrast, the Green Book relates only to physical injuries.

Both the Burgundy (Section 4, Paragraph 9.2) and the Green (Part 2, Paragraph 10.3, last sentence) Books give management discretion to extend the period of sick pay, beyond the normal end date.

Especially (but not only) if they are no longer receiving any pay at all, members on long-term sick leave should be advised that they may be entitled to receive the [Employment and Support Allowance \(ESA\)](#).

#### Maternity Leave and Pay (Part 2, Section 11)

The Green Book maternity scheme is very similar to the combined benefits available under the Burgundy Book and statutory maternity schemes for school teachers. Supplementary improvements to the Green Book provisions may have been negotiated locally, so it is important to check this out before providing definitive advice.

#### Family-Friendly Leave (Part 2, Sections 7.6-8 and Part 3, Section 5)

Please see the relevant Sections of the Green Book to view member's rights to the various types of family-friendly leave.

#### Redundancy

Whereas redundancy payments, including premature retirement compensation (PRC), are covered by the Burgundy Book (Appendix 1, Annexes 1 & 2), LAs and MATs operate widely differing schemes for support staff, and the terms on offer beyond statutory entitlements can vary substantially. As with maternity leave/pay, it is important to identify any local collective agreements reached on redundancy matters.

When support staff redundancies do take place, it is important to ensure that a fair formula is used to calculate the redundancy payment.

Some employers have attempted to use a formula which divides the actual pay of the TTO worker by 52.14 (weeks).

This is clearly unfair, as the TTO worker is not paid for 52 weeks, but somewhat less (normally within the range of 42 to 46 weeks per year).

LAs, MATs and academies should therefore use one of these two formulae - which happily give the same answer!

- a) Actual pay divided by actually paid weeks (weeks worked plus pro-rated leave), or
- b) FTE pay divided by 52.14

#### Pay Protection

The School Teachers' Pay and Conditions Document (STPCD) contains provisions for teachers to receive "pay safeguarding" where they suffer pay losses in a range of different circumstances, including where they have lost their previous posts as a result of closure or amalgamation of their previous school or as a result of internal reorganisation in their school. Safeguarding arrangements now operate on the basis of a maximum period of three years' pay protection.

By contrast, the Green Book is silent on pay protection for support staff, and local agreements/arrangements will apply.

In recent times, pay protection agreements reached at LA or MAT level have been increasingly stingy, and the days of three years' pay protection for support staff impacted by the introduction of Single Status (see below) are very much a thing of the

past. Nonetheless, in situations where a restructuring is taking place, we should push for parity of treatment on pay protection for all staff (and everything else).

#### Continuous Service (Part 2, Section 14)

On continuous service, matters have been complicated by the advent of the academies programme. Where an LA school converts to academy status, all staff, including support staff, will take their continuous service with them under the TUPE Regulations. However, subsequent moves back into an LA school or a different academy or MAT will not lead automatically to the transference of continuous service, and this will be a matter for negotiation by the Union, or individual agreement.

#### Breaks

Whereas teachers "must be allowed one break of reasonable length either between school sessions or between the hours of 12 noon and 2.00pm" (Burgundy Book Para. 52.3), there is no comparable right for support staff to take rest breaks to be found in the Green Book.

Breaks (lunch, mid-morning or afternoon) for support staff will be stipulated in the contract of employment, and will be paid or unpaid. That members have access to the statutory minimum of a 20 minutes break in a continuous period of work of 6 hours also needs to be policed, but again, it does not have to be a paid break.

#### **"The Way Forward" Agreement**

The "School Support Staff - The Way Forward" Agreement was finalised by the NJC in 2003. It was negotiated and agreed at the same time as the Workload Agreement ("Raising Standards – Tackling Workloads"), the primary focus of which was to address teacher workload.

"The Way Forward" Agreement contains a number of sections:

- Model Role Profiles for various school support staff jobs
- Guidance on Training & Development for school support staff
- Guidance on the use of fixed-term contract support staff in schools

#### **Job Evaluation**

Job evaluation is the assessment of the relative worth of varied jobs within an organisation based on a consistent set of job and personal factors, such as skills, qualifications, experience and training required.

The National Local Government Single Status Job Evaluation Scheme was developed jointly by the local government employers and unions, and was subsequently incorporated into the Green Book (Part 4).

LAs, MATs and stand-alone academies are not bound to use the Single Status scheme when reviewing their grading structure, or for reviews of individual posts. The Cromer scheme has been widely used by employers, as is the Greater London provincial council scheme (GLPC), which despite its parochial title has been used by LAs in many parts of country when implementing single status.

There is also a schools-bespoke job evaluation scheme which was developed by the School Support Staff Negotiating Body (SSSNB), prior to its' unceremonious axing by the new Coalition Government in 2010. But apart from its' use by ATL in negotiating the introduction of grading systems with two independent school bodies – the Girls Day

School Trust (GDST) and the Coventry Schools Foundation (CSF) – the SSSNB Scheme does not appear to have found favour with many state sector employers.

### **Getting a job re-evaluated**

Once the member has agreed an up to date and accurate job description, they should ask their line manager to review their current pay. Again, it is worth doing this on an informal basis initially, but if no progress can be made, the member, with your support, can submit a grievance under the school or LA grievance procedure, with a formal request for the school management to look at their current pay level.

If after due consideration, the school refuses to budge and agree a satisfactory pay increase, then you have the right to request a reconsideration of your grading by the LA (Green Book, part 2, paragraph 5.3 refers). There will be locally agreed arrangements in place for such appeals.

It is important to stress that you are perfectly within your rights to request a grading review. The support staff national agreement ("The Way Forward") states that "any additional responsibilities need to be assessed against the grading system".

### **Performance Management**

Performance management schemes for school support staff should provide a framework for:

- an annual appraisal of overall performance against an individual's job description
- assessment against objectives agreed at the start of the year

In the maintained sector, "The Way Forward" Agreement of 2003 spells out the obligation on schools to establish processes for the performance management of support staff. The appendix *Training & Development of Support Staff in Schools* states that "for training and development policies to be effective, every member of staff must receive a rigorous, constructive annual appraisal leading to the development of an individual plan for development."

However, the picture around the country is very patchy, and many employers still do not have in place performance management schemes for classroom support staff, never mind other categories of support staff.

In the maintained sector, performance management policies should be negotiated and agreed at LA level. The process may cover all authority staff, or there may be a distinct policy for school staff.

As with other support staff-related conditions of service, MATs, academies and other types of self-governing schools will either adhere to the LA scheme (if it exists), or they may have developed their own scheme. Such schemes should be negotiated and agreed with the relevant Unions.

### **Term-Time Only (TTO) Pay**

A term-time-only contract means that an employee is only employed (and paid) when the school is open - in most cases, for 38 or 39 weeks a year.

However, employees on term-time-only contracts are entitled by law to paid leave, and this entitlement is usually added on (but reduced on a pro rata basis for part-time workers) to the weeks worked to establish the overall salary. For example, if a school is

open for 39 weeks and there is a leave entitlement of five weeks, then the employee must be paid for 39 weeks, plus their leave and bank holiday entitlement (reduced on a pro rata basis). The salary is then divided by 12 and paid in equal monthly instalments throughout the year to ensure that the employee receives regular payments.

There are a number of formulae in use by employers for calculating the pay of term-time only workers (there are believed to be at least 18 in use around the country), but whatever method is used, it should be explained in the Statement of Particulars of Employment.

Where it comes to light that an employer have been using an unfair formula, such as in [Greenwich](#), then the Union should pursue compensation for all members affected, as well as the immediate introduction of a new formula.

The formula must take into account the fact that employees covered by the Green Book are entitled to 21 days (25 after 5 years) annual leave, plus the 8 Bank Holidays and 2 additional Extra Statutory Holidays. Working in a school environment, it is not practicable for them to take leave during the term-time, so they are paid the cash equivalent of their leave entitlement, reduced on a pro-rata basis.

In 2018, a working party set up by the NJC agreed a model formula to be included in guidance on the treatment of term-time only employees that now forms part of Part 4 of the Green Book.

The model formula seeks to ensure that the payment system for term-time only employees is fair in comparison with all-year-round employees in the same organisation. The ratio of working days to days of paid leave therefore needs to be the same for both groups.

This can be illustrated in an example:

#### All-year-round employees

Assuming a five-day working week, the number of days available annually is 260.71 (52.143 weeks x 5 days). The annual leave comprises of:

Basic annual leave 25 days

Public holidays 8 days

Extra-statutory days 2 days

Total leave 35 days

This means that year-round employees with this leave entitlement work 225.71 days a year (i.e. 260.71 minus 35). It also means that each working day accrues 0.155 days of paid annual leave – 35 divided by 225.71 = 0.155.

#### Term-time only employees

Assuming a five-day working week, and that the term-time only employee works 39 weeks/195 days per year, and that paid leave had accrued on the basis of 0.155 days of leave for every day worked, then the paid leave entitlement would be 195 x 0.155 = 30.23 days.

The numbers of paid days (days worked plus paid leave) per year would therefore be 195 + 30.23 = 225.23 days per year, compared with 260.71 days for an all-year-round employee. This can be expressed as a percentage of the all-year-round contract by dividing the term-time only paid days by the all-year-round paid days, which in this example would be 225.23 divided by 260.71 = 86.39% of the pay of the FTE employee.

N.B. The formula is advisory and should not replace local arrangements if these are more favourable for employees. In other words, if the formula used locally is more generous than the NJC one, then that should be adhered to; but if the NJC formula is better, then the NJC formula should take precedence.

Schools should particularly take steps to identify the hours worked by and required of support staff, and to pay for all such hours. For example, staff must be paid if required to attend INSET training days. Many schools will add an additional week or fortnight to the sum of paid weeks e.g. 39+1 or 2, to ensure that support staff are correctly compensated for any additional duties, such as INSET days.

Pay for term time workers should reflect their contractual working arrangements. If term time workers are required to undertake work outside of, or in addition to, their contracted hours they must be appropriately remunerated. Any such additional hours should be incorporated into contractual arrangements if they are an ongoing feature of the post. This point also applies to staff employed on a 52-week *per annum* contract.

For further clarity on the rights of term-time only paid employees, a new section (Part 4.12) of the Green Book was agreed in early 2019. It can be accessed via the link provided at the end of this document. Members, Reps and Branches should use the guidance to insist on a review of term-time only arrangements, where deemed necessary.

## **Single status**

The term 'single status' is shorthand for the harmonisation of pay and conditions across a local authority for comparable posts, including all non-teaching posts in schools. The main features are:

- one pay spine, on which all employees are included
- harmonisation of conditions of service
- equal status for part-time employees
- a standard working week of 37 hours or less
- grading reviews using one job evaluation scheme

The Single Status Agreement was signed in 1997 by the local government employers and the local government trade unions (Unison, GMB and Unite).

The need for an agreement had been increasingly recognised by both sides, as the pay and grading of male dominated roles in Local Government e.g. refuse workers, had diverged significantly from the NJC pay scale: This divergence had created an inherent gender bias in favour of male employees, to the detriment of female employees in roles deemed of equal value e.g. catering workers, with some LAs paying up to 50% less to them.

The Single Status Agreement provides a framework for every LA to undertake a harmonisation and equalities proofing of their pay and grading system. This task is carried out in conjunction with a full job evaluation exercise.

Local authorities in England and Wales were given until 31st March 2007 to implement single status, but many have yet to do so.

One of the unexpected negative consequences of the implementation of Single Status has often been the loss of 52 week pay for long-standing classroom support staff.

Traditionally, TAs were classed as Nursery Nurses (NNs), and paid on the same basis as teachers i.e. all year round. But praying in aid of equal pay legislation, most LAs took the



opportunity of single status discussions to end this practice, with minimal pay protection for those staff who lost out. This has usually led to an average pay cut for TAs of 15%.

Queries in relation to this guidance note should be directed to Peter Morris, National Official (Support Staff) at [peter.morris@neu.org.uk](mailto:peter.morris@neu.org.uk).

## **Links**

[Green Book](#)

["The Way Forward"](#)

[Burgundy Book](#)

[The School Teachers' Pay and Conditions Document \(STPCD\)](#)

[Workload Agreement \("Raising Standards – Tackling Workloads"\)](#)

["Support Staff Job Descriptions and Job Evaluation" – NEU Advice Sheet](#)

**August 2019**