

LANCASHIRE COUNTY COUNCIL
CONDITIONS OF EMPLOYMENT FOR SUPPLY TEACHERS
(SEPTEMBER 2021)

The conditions below together with the details of your Assignment on the front of your timesheet contain full details of your terms and conditions.

Your Tax Office reference number is 083/LCC.

This contract of service is made BETWEEN Lancashire County Council, the employer (referred to below as “Lancashire”) AND the supply teacher named below (referred to below as the “Supply Teacher”).

These terms only apply to temporary workers introduced by the Lancashire Teaching Agency, which is authorised to act as an Employment Agency on behalf of Lancashire County Council.

1. Conditions of Employment

- 1.1 Your registration with the LTA is for one year and can be renewed annually.
- 1.2 The Supply Teacher’s employment and continuous employment begins on the date of the commencement of the current Assignment. Other service may count as continuous where this meets statutory definitions.
- 1.3 Lancashire, through the LTA, will endeavour to provide the Supply Teacher with the opportunity to work as a Teacher in Lancashire Schools where suitable work (an “Assignment”) is available.
- 1.4 Lancashire, through the LTA, reserves the right to offer any Assignment to such temporary employees as it may elect where the available work is suitable for several workers.
- 1.5 The duration of the Supply Teacher’s employment will be for the duration of the Assignment with the School described on the Supply Teacher’s copy of the timesheet provided that the Supply Teacher satisfies Lancashire’s and the School’s requirements. Lancashire may end the Assignment at any time.
- 1.6 Where not consistent with these terms during an Assignment at a School your employment with Lancashire will be in accordance with the following documents, copies of each of which are available in schools and/or the County Council and/or LTA Offices:-
 - (a) The statutory School Teachers’ Pay and Conditions Document;
 - (b) The Education (Teachers) Regulations 1993;
 - (c) Any local collective agreements relevant to your employment reached with trade unions recognised by Lancashire;

- (d) Any conditions determined by the Governing Body under the provisions of the Education Reform Act 1988;
- (e) Instruments of Government of the school to which you are assigned;
- (f) Financial and other relevant rules and regulations of Lancashire;
- (g) LTA Disciplinary Procedure;
- (h) LTA Capability Procedure;
- (i) LTA Grievance Procedure;
- (j) LTA Complaints Procedure
- (k) LTA Re-Registration Procedure.

For the avoidance of doubt, in the event of any conflict these terms take precedence.

- 1.7 The hours of work likely to be involved will be as notified to the Supply Teacher at the commencement of the Assignment.
- 1.8 The Supply Teacher is under no obligation to accept the offer of an Assignment but if accepted, they undertake at all times when assigned to a School:-
 - (a) Not to engage in any conduct detrimental to the interests of Lancashire and/or the School.
 - (b) To be present during the times or for the total number of hours each day and/or week, as required by Lancashire and the School.
 - (c) To take all reasonable steps to safeguard their own safety and the safety of any other person who may be affected by their actions at work including following the current Coronavirus (Covid 19) guidance and legislation.
 - (d) To comply with any disciplinary rules or obligations in force at the School's premises where the services are being performed to the extent that they are reasonably applicable.
 - (e) To comply with all reasonable instructions and requests, within the scope of the agreed services made by Lancashire and/or the School but not to commit any unlawful act.
- 1.9 Once the supply teacher has accepted an assignment, they will be expected to attend the school at the agreed time to commence work. In the event that the supply teacher does not fulfil a previously-agreed contract, this can impact negatively on the reputation of the LTA among its customers and could lead to a reduction in future business from the School. In these cases, the LTA reserves the right to de-register the supply teacher unless exceptional circumstances apply. In such circumstances, the supply teacher would be required to re-apply to LTA in order to be considered for future placement.

- 1.10 A Supply Teacher having any grievance in connection with their employment shall have the right to present the grievance in line with the LTA grievance procedure or complaints procedure as appropriate.
- 1.11 If the Supply Teacher does not accept work with LTA for a period of three months or more, they will be required to re-apply to LTA in order to be considered for future placement.

2. Salary

- 2.1 During any Assignment at a Lancashire School the Supply Teacher will be paid a daily/hourly rate in accordance with the Teachers' Pay and Conditions Document. The Supply Teacher's daily rate during any Assignment is calculated by dividing the relevant Pay Range annual salary by 195 to take account of the number of working days. The hourly rate is calculated by dividing the annual salary by 1265.
- 2.2 Your salary will be reviewed annually in September in line with the Teachers' Pay and Conditions Document and a pay progression decision taken by the Corporate Pay Progression Panel where appropriate.
- 2.3 You will be paid monthly on the last working day of the month by credit transfer to your Bank/Building Society/National Giro Bank account in respect of work undertaken in the previous month, providing it is authorised by the Headteacher/Head of Service.
- 2.4 An entitlement to holiday pay is included in the pay rate you receive.
- 2.5 Assignments for less than 5 hours per day will be paid at the hourly rate and those of 5 hours or more per day will be paid at the daily rate.
- 2.6 Payment for work carried out during a school year cannot exceed the annual rate of the relevant spinal point at which you are paid.
- 2.7 It is the Supply Teacher's responsibility to obtain a record of the days/hours worked authorised by the school.
- 2.8 When properly owing, Lancashire shall pay salary for days/hours worked and where appropriate any other benefit may be paid monthly in arrears or at such periods as may be determined.
- 2.9 As the employer, Lancashire will make deductions from the Supply Teacher's salary and expenses for employee pension contributions (if any), earnings related insurance, income tax and any other statutory deductions and account to HMRC or other relevant statutory body for these deductions.

3. Sickness Absence

- 3.1 The Supply Teacher normally has no entitlement to payment for absence due to sickness or injury, however in exceptional circumstances there might be an entitlement to Statutory Sick Pay or Occupational Sick Pay.

4. Notice

- 4.1 The nature of your employment gives you no entitlement to a period of notice.

5. Pension

- 5.1 You will be automatically enrolled into the Teachers Pensions Scheme upon appointment, this is irrespective of the hours you are required to work.
- 5.2 We recommend that you register on the Teachers Pensions website for My Pension online, where you can access a range of important information about the scheme and about the flexibilities available to you.
- 5.3 Under the Teachers Pensions Regulations you should be aware that some of the flexibilities within the scheme are time limited so we advise that you check these provisions as soon as possible.
- 5.4 If you have pension benefits from a previous employment you may be able to transfer them into the Teachers Pensions Scheme. In order to do that you must complete a transfer request within 12 months of joining the Scheme.
- 5.5 The full Teachers Pensions Guide is available for your reference at www.teacherspensions.co.uk

6. Membership of a Trade Union

- 6.1 Lancashire, as your employer, supports the system of collective bargaining in every way and believes in the principle of solving industrial relations' problems by discussion and agreement. For practical purposes this can only be conducted by representatives of the employers and of the employees. If collective bargaining of this kind is to continue and improve for the benefit of both, it is essential that the employees' organisations should be fully representative. Lancashire is associated with other local authorities represented on the National and Provincial Councils dealing with local authorities' services. It is equally sensible for you, to be in membership of a trade union representing you on the appropriate negotiating body and you are encouraged so to be.

7. Health and Safety

7.1 All employees have a general duty under the Health and Safety at Work Act 1974 to:

- (a) take reasonable care of their own safety and that of others;
- (b) co-operate with the employer on health and safety matters;
- (c) use correctly any equipment provided for their safety;
- (d) report any defective equipment and accidents, or dangerous occurrences;
- (e) be familiar with and observe all safety policies and procedures;
- (f) take reasonable precautions to ensure the safety of all persons in their charge.

Name of Supply Teacher

Signed

Date