

School Support Staff Hours- Frequently Asked Questions

Q. I have been working extra additional hours since the last school year but these have not been added to my contract. I will also be working these extra hours in the new school year- is this ok?

A. If you have been working regular additional hours and are employed under the NJC Green Book Terms & Conditions, then these hours should have been added to your contract when they became a regular feature of your post.

Example 1 If you are contracted to work 20 hours per week but work 30 hours (claiming the extra 10 hours on a timesheet) and have done so regularly then these extra hours should be incorporated into your contract. Your contract should be reflective of the hours worked to ensure your statutory benefits such as redundancy, sick pay and maternity are protected. Also, if your contracted hours do not actually reflect the hours you work you may be losing out on holiday pay as annual leave is calculated on the hours stated in your contract.

Example 2 During term-time, you work in Breakfast Club. These hours are not included in your contract and you do not have a separate Breakfast Club contract. Therefore, in the school holidays or if you are sick, you do not get paid the Breakfast Club hours which is not fair. Further, should Breakfast Club close you would not receive any redundancy (where applicable) or notice. Your annual leave will also be calculated on contracted hours, rather than hours worked, meaning you are potentially not receiving the correct holiday pay.

Q. My Head Teacher wants to reduce my hours- can they do this?

A. GMB London is aware from members that a reduction in support staff hours is one way Head Teachers are looking to save money. Any changes to hours can only be made after consultation, negotiation and agreement and you cannot just have a reduction in your hours imposed upon you. GMB knows this is worrying time and that school budgets are suffering because of a lack of Government funding but contractual hours cannot be changed unilaterally and without notice. If this is something affecting you and your colleagues, you may be able to come together to address, rather than deal with individually.

Q. I have heard that the holiday pay for some term time only school support staff has been wrongly calculated and that I may be owed back dated pay. Is this correct?

A. The recent Supreme Court ruling, in the case of Brazel vs Harpur Trust, stated that term time only workers should receive the entire 5.6 weeks statutory leave and it should not be prorated. Additional contractual leave can be prorated to reflect weeks/ hours worked but statutory leave cannot. GMB London has written to all Local Authorities and Councils to seek confirmation that all term time only staff have been receiving the correct annual leave entitlement. The NJC Green Book was updated in April 2019 to reflect the original Brazel vs Harpur Trust ruling, to ensure TTO staff were receiving at least 5.6 weeks leave but GMB London will contact any members where it believes there may have been an underpayment of annual leave.

If you would like any help or advice on any of these matters, please contact your local Branch or email schoolsteamlondon@gmb.org.uk



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