

Variable Hours

What is the 'variable hours' clause?

1. The variable hours clause was introduced as standard in support staff contracts from 1 September 2001 in agreement with UNISON. The variable hours clause allows a school to reduce the hours worked by up to 1/3 of the total and provides protection to the individual for the remaining 2/3 of the hours.

Why was the 'variable hours' clause introduced?

2. It was introduced to encourage schools to employ teaching assistants on permanent contracts and to stop the practice by which some teaching assistants were employed on a succession of short term temporary contracts. Schools need to have some flexibility in staffing levels in order to manage the fluctuations in pupils' needs that can occur from one year to the next. This is particularly true in the levels of support that are needed for pupils with special needs. The variable hours clause helps schools to manage changes in the level of staffing without having to resort to making staff redundant.

When does the 'variable hours' clause apply?

3. A member of staff employed before 1 September 2001 does not have a variable hours clause while she/he remains in the same job. If someone is employed permanently in a new job, or a second job on a separate contract the variable hours clause will apply. Fixed term or temporary contracts do not include the clause.

Who does the 'variable hours' clause apply to?

4. It applies to term time only staff who work directly with children e.g. Teaching Assistants, Cover Supervisors, Nursery Nurses, Lunchtime Supervisors. Staff in schools it wouldn't apply to are Teachers, Admin staff and Premises staff. If you are not sure whether it should apply to a new member position contact the Schools HR Adviser in the first instance.

Recruitment

5. During the recruitment process it should be made clear that the Variable Hours clause will be included in the employee's contract. Information about the Variable Hours Clause must be included in the information given to all applicants. This will prevent difficulties when the employee receives a contract saying that the County Council can reduce his or her hours by up to a third.

Suggested wording is *"This position is subject to a variable hours clause where the contracted hours can be reduced by a third. This enables schools to manage the*

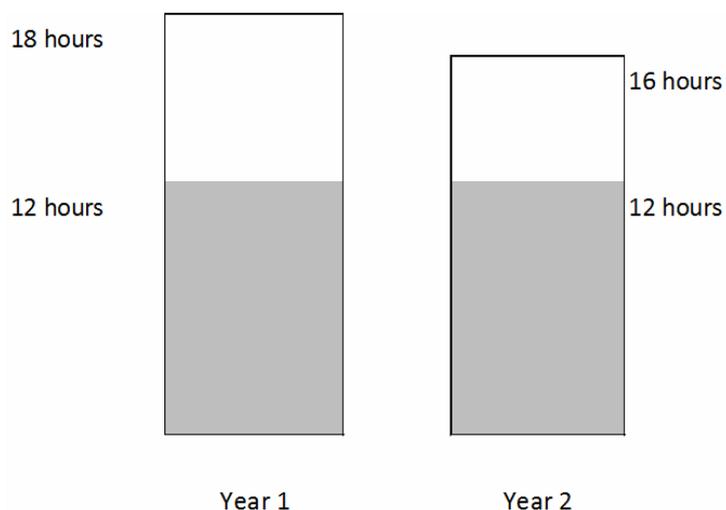
fluctuations in pupil's needs that can occur from one year to the next while offering a permanent contract.”

6. It would also be best practice to talk this through at the interview stage, explaining the benefit a Variable Hours clause has given to employees and the school. Pages 1 and 2 of this document could be used in the recruitment literature to help explain the purpose of the clause to applicants.

How does the 'variable hours' clause work?

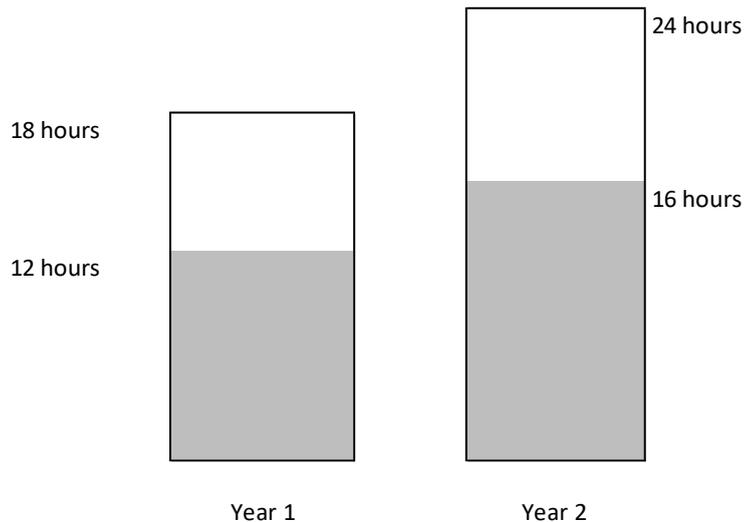
Example 1

In the first year a teaching assistant is employed for 18 hours, 12 hours are protected. In year 2 the school needs to make a reduction in hours and gives the teaching assistant notice that her/his hours will reduce to 16, there is no change in the number of protected hours which remain at 12.



Example 2

In the first year a teaching assistant is employed for 18 hours, 12 hours are protected. In year 2 the school needs to increase hours and the teaching assistant accepts a permanent increase to 24 hours, the protected hours are recalculated and increased to 16.



If, however, the employee **requests** to reduce their hours then the protected hours will reduce accordingly to those applicable to two thirds of the reduced hours.

Issuing Contracts

- Variable hours is included in the 'pick list' of contract choices. It is however assumed that 'permanent' contracts for the appropriate staff will include a variable hours clause and Payroll will action this unless they are told to the contrary. If you choose not to include the clause you need to inform Payroll of the reason why it is not being included. For voluntary aided schools and other schools who issue their own contracts the clause will need to be added by the school into the contract. The standard clause is below in italics for these schools:

Your hours are subject to variation by the school/establishment upon the giving of one calendar months' notice of any change. A reduction of up to one third of your hours may be implemented within the terms of this contract, subject to the hours not reducing below two thirds of your original contract; this is shown as the number of protected hours.

- If the school needs to make staffing reductions in the future it will be able to make some reductions without the need for redundancy. Schools are therefore advised to include the Variable Hours clause for all appropriate staff

Further Advice

- If you have any questions about the application of this policy please contact the Schools HR Advisor.

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