

## **TEACHING OVERSEAS NUT ADVICE ON PAY AND CONDITIONS OF SERVICE**

**This NUT briefing note sets out the most important points to be considered when you are offered a teaching post overseas and are considering the details of the proposed contract of employment.**

When teaching overseas, the likelihood of your pay and conditions of service being in accordance with UK pay and conditions would be remote. They would, as in the independent sector in the UK, be very much for negotiation between you and the employer. This briefing note identifies issues which you should make sure are covered in your contract of employment. It does not tell you about the precise provisions on pay and conditions which currently apply to you in the UK. You can obtain this information separately from the NUT. Information on superannuation and national insurance matters is set out in a separate briefing note.

Remember that overseas teaching contracts are generally subject to the laws of the particular country in which you will be working, unless there is a specific reference in the contract to it being subject to the terms of UK law.

### **POINTS TO CHECK**

- **Salary**

The contract should set out the salary payable, any provisions for salary increases such as the due dates and amounts of increments and any conditions for entitlement to these. Some contracts provide for increments to be withheld in the case of perceived poor performance.

You should, of course, check the adequacy of the salary in relation to the cost of living in the particular country.

- **Teachers' Duties**

The contract should specify the duties which you will be required to perform. Bear in mind that these may differ from those prescribed for teachers in England and Wales.

In many posts abroad, teachers find that their position as a teacher is more akin to that of a civil servant than is the case in the UK. Some contracts provide for teachers to be retained beyond the end of the school year for specific periods of time. Further duties required of the teacher during these periods might not necessarily be teaching duties.

You should obtain sight of any additional documents referred to in the contracts (often terms such as General or Standing Orders are used) which may be relevant.

- **Residential Accommodation**

You should obtain detailed information and specific assurances as to the type of accommodation to be provided, and whether you have to pay for it. Take care to ensure that the location and type of accommodation will be suitable. Experience shows that teachers are frequently disappointed with the accommodation provided.

- **Sick Leave and Sick Pay**

You should check your entitlement to paid sick leave. This may well be less generous than in the UK and there may be various conditions attached to entitlement.

- **Maternity Leave and Maternity Pay**

Similarly, you should check the contract for details of any maternity provisions that may apply.

- **Leave of Absence**

The contract should also include some indication of arrangements for leave of absence for reasons other than sickness or maternity eg death of a family member.

- **Discipline/Dismissal**

The contract should provide for proper procedures in respect of disciplinary action. These should include provisions for hearings before the employing body accompanied by a friend; adequate notice of hearings; provision of information regarding complaints, charges or adverse reports prior to the hearing; and a right of appeal.

- **Visa/Work Permit**

Where visas are required, remember that the responsibility for obtaining these falls on the teacher and not the employer. The responsibility for obtaining any necessary work permits, however, falls on the employer.

- **Location of Appointment**

Care should be taken to ascertain the exact location of the appointment and the particular school in which you will be required to teach.

- **Cost of Return Journey**

It is usual practice for the overseas employer to pay the outward travelling expenses of a teacher moving abroad to work for that employer. There should also be provision for the return leg of the journey to be paid as well once the contract has been completed.

**OBTAINING FURTHER NUT ADVICE ON YOUR CONTRACT**

You can obtain further specific advice in writing regarding your contract from the NUT's Conditions of Service Department by sending a copy of the contract by post. Bear in mind that such advice will be of greatest use to you before you sign or accept the contract, since after this it may be too late to secure any changes which we might advise are necessary.

**RESIGNING YOUR CURRENT POST: A NOTE OF CAUTION**

Even though you may have been offered a contract by a school in another country, this does not necessarily mean that the immigration authorities of that country will allow your entry and employment. You are advised **not to resign** your teaching post in the UK until you receive written approval from the immigration authorities that you will be allowed to be employed in that country.

**ADVICE ON INDIVIDUAL SCHOOLS**

Some NUT members contact us with questions about the credibility of specific overseas schools. It is not generally NUT policy to comment on the reputation of any particular overseas school but we sometimes have to express reservations and recommend caution where we have evidence that particular schools have in the past failed to fulfil their obligations to teachers.

**ON YOUR RETURN**

You should remember that, in the UK, employees' statutory employment rights such as protection against unfair dismissal and rights to redundancy payments are generally dependent on length of continuous service. Your "continuous service" will be broken for many purposes by your period of employment abroad.

Finally, we would like to encourage you to write to us with your views about your stay overseas and your employer. This helps us form a more objective view of particular schools and countries and makes us better informed in advising other members. We welcome letters about both unhappy and happy experiences!