



## **NJNC – SLWG**

### **Terms and Conditions of Service for Lecturing Staff in Scotland's Colleges**

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## 1.0 Introduction

### 1.1 Scope of National Terms and Conditions of Service for Lecturing Staff

The National Recognition and Procedures Agreement (NRPA) between the EIS, GMB, Unite and Unison and Scottish Colleges sets the areas of college staff's contracts that are negotiated nationally and those that are negotiated locally. An extract of the NRPA is copied below:

*“The Colleges agree to negotiate with the Unions at the NJNC on the undernoted Contractual Terms and Conditions of employment applying to members of the Colleges’ Defined Staff.*

*Pay*

*Working hours*

*Class contact*

*hours Sick pay*

*Annual Leave*

*Maternity Policy*

*Paternity Policy*

*Family Friendly Policies Transfer to  
permanent status Grievance and*

*Disciplinary Policies*

*Additional terms and conditions can be included as agreed by the NJNC.”*

**1.1.1** This National Terms & Conditions of Service for Lecturing Staff (henceforth the “National Conditions”) applies to the lecturing staff of all the Scottish colleges that have signed the National RPA.

**1.1.2** Any dispute over the interpretation of any aspect of the National Conditions should be referred to the NJNC Joint Secretaries for resolution. If this fails, then the matter should be referred to the NJNC.

## 2.0 Definitions

- 2.1** The term “lecturing staff” means all staff appointed by a college to deliver predominantly education or training to enrolled students.
- Promoted lecturing staff will have a different balance of these duties, with some lecturing staff holding promoted posts.
- 2.2** The term “full time” means ongoing employment of 35 hours per week.
- 2.3** The term “part time” means ongoing employment of less than 35 hours per week.
- 2.4** The term “permanent contract” means open ended contract without a termination date.
- 2.5** The term “fixed term contract” means a contract issued for a specified period of time or task.
- 2.6** The term “Colleges” refers to the colleges that have signed the NRPA.
- 2.7** The term “College” refers to employing college.
- 2.8** The term “session” refers to a morning, afternoon or evening
- 2.9** The term “reckonable service” means aggregated service with any college and for predecessor local authority employers<sup>1</sup>.
- 2.10** The term “National Conditions” refer to the Nationally Agreed Terms and Conditions of Service agreed at the NJNC as set out in the scope of the National Recognition and Procedures Agreement (NRPA).
- 2.11** The term “academic year” refers to the period of time between 1 August and the following 31 July.
- 2.12** The term “NJNC” refers to the National Joint Negotiating Committee for the College Sector.
- 2.13** The term “negotiate” has the responsibility for decision making is jointly held between the Colleges and the EIS.
- 2.14** The term “consult” means the exchange of relevant information and the joint consideration of issues at a formative stage in the process in which the Colleges or College make a decision.

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<sup>1</sup>i.e. any employment listed in The Redundancy Payments (Local Govt.) (Modifications) Order 1983 or as amended

### **3.0 Equal Opportunities in Employment**

The Colleges affirm that all lecturing staff should be afforded equal opportunities in their employment, irrespective of their sexual orientation, gender, gender reassignment, age, marital status, race, religious belief, disability, nationality, ethnic origin, trade union membership and activity, responsibility for dependants or employment status.

The terms of the National Conditions are applicable equally to all lecturing staff without differentiation. The Colleges confirm their obligation to develop, embed and practise equal opportunities for all lecturers in full compliance with the terms of the Equality Act (2010) and other Equal Opportunities legislation.

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## **4.0 Appointment, Notice and Access to Terms & Conditions of Service**

### **4.1 Appointment**

Colleges will appoint staff in accordance with the local College Recruitment and Selection Policy and Procedures. The use of fixed-term and casual contracts will only be where they are necessary with objective and clear business reasons for doing so.

### **4.2 Types of Contract**

In order to comply with the terms of the Regulations on Fixed-Term Employees Colleges will:

- a) protect lecturers engaged on fixed-term contracts from being treated less favourably than comparable employees on indefinite contracts;
- b) prevent the potential abuse of continuous use of fixed-term contracts by limiting the overall duration of a series of fixed-term contracts to four continuous years after which the contract will automatically become indefinite unless there is a justifiable objective reason for it continuing as a fixed-term contract.

**4.3** The letter of appointment will include the fact that the EIS is recognised by Colleges for national bargaining at the NJNC and at the College for local bargaining.

**4.4** The letter of appointment will also state that lecturing staff's National Conditions may only be changed by agreement between the Colleges and the EIS, and that any variation will be notified by NJNC Circular.

### **4.5 Periods of Notice**

**4.5.1** The minimum period of notice to terminate employment to be given to the College by a member of the un-promoted lecturing staff shall be four weeks, and by a member of the promoted lecturing staff shall be eight weeks.

**4.5.2** The minimum period of notice to terminate employment to be given by the College to a lecturer shall be:

- four weeks, where service is less than five years;
- one week for each year of continuous service, where total service is at least five but less than 12 years; and
- 12 weeks, where service is 12 years or more.

**4.5.3** The minimum period of notice to terminate employment to be given by the College to a promoted lecturer and above shall be:

- eight weeks, where service is less than nine years;
- one week for each year of continuous service, where total service is at least nine years but less than 12 years; and

- 12 weeks, where service is 12 years or more.

**4.5.4** The minimum period of notice to terminate employment to be given by the College to a member of the promoted lecturing staff is 3 months.

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## **5.0 Pay**

- 5.1** The pay of lecturing staff in colleges that have signed the NRPA shall be determined by the NJNC.
- 5.1.1** The NJNC will issue a national pay scale for un-promoted lecturing staff and a national pay scale for promoted lecturing staff.
- 5.1.2** The values of the pay points in the national pay scales will be reviewed through the NJNC, with effect from 1 April each year
- 5.1.3** At all Colleges covered by this agreement, determination of grading arrangements, and their implementation, will follow the NJNC Circulars as issued by the NJNC.
- 5.1.4** *Incremental progression: to be addressed in the SLWG Pay.*
- 5.1.5** Part-time lecturing staff will be paid pro rata to the full time salary on the basis of a 35 hour week.

### **5.2 Accrual of Salary**

The salary receivable by a lecturer employed on a permanent contract accrues daily at 1/365<sup>th</sup> of the annual rate of salary.

### **5.3 Acting Appointments**

- 5.3.1** Where a lecturer is appointed to carry out temporarily the duties of a promoted post-holder who is temporarily absent or who has resigned, the College will pay the lecturer in respect of this acting appointment a salary at the appropriate rate for that post.
- 5.3.2** There is no entitlement to the temporarily increased salary until the acting appointment has been held for 20 working days. Once entitled, to receive the increased salary however, in accordance with the foregoing, the lecturer will receive the payment backdated to when the appointment began. In the event that the lecturer is reappointed in an acting capacity to the same post following an interval of at least 6 months, the requirement relating to the initial 20 working days in the post will again apply.

### **5.4 Conservation of salary**

Where a member of staff holds a promoted post for two years or more and thereafter the post is downgraded, the individual's cash value of the salary shall be conserved up to a maximum of one year or until the value is overtaken by the value of the salary of the new post, whichever is the earlier.

### **5.5 Pension**

The School Teachers Pension Scheme (STPS) provides a superannuation scheme for all lecturing staff employed by the Colleges. Any changes to your pension will be communicated to you by the STPS or your College.



## **6.0 Salary Placement**

The determination of salary placement for lecturing staff will be determined by principles and procedures set out in NJNC Circulars.

### **6.1 National Pay Scale for Lecturers**

### **6.2 National Pay Scale for Promoted Lecturers**

### **6.3 Breaks in Service**

Any agreed secondment shall not be considered a break in service. For fixed term contract holders, any natural period of time between teaching assignments shall not be deemed a break in service.

### **6.4 Completion of Lecturing Qualifications**

#### **6.4.1** *Any increment for teaching qualifications being considered in the SLWG Pay*

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## **7.0 Working Hours**

### **7.1 Working Hours per Week**

All lecturing staff will be expected to work such hours as are reasonably necessary for the proper performance of duties and responsibilities with a normal working week of 35 hours per week, Monday to Friday, exclusive of lunch breaks. Lecturing staff on occasion, may be required to work on a Saturday and Sunday in which case, lecturing staff would be given time off in lieu during the normal working week.

- 7.1.1** In the calculation of part-time contracts, a figure of 35 hours per week is to be used to define full time.

### **7.2 Sessions per Week**

A member of lecturing staff shall be available for professional duties under the direction of the College for 35 hours in any week, exclusive of lunch breaks, discounting periods of annual or special leave. With the prior agreement of the line manager, the member of lecturing staff will, on an exceptional basis, be permitted to carry out some duties without the requirement to attend at College premises. It is recognised that lecturing staff must be available to support students and to act professionally in order to fulfill their professional role.

- 7.3** Where possible teaching will be day sessions. Where it is essential to have some combined day and evening appointments, the maximum number of evening sessions should be two within the normal working hours per week, each of which to be up to a maximum of three hours per week. An evening session will be defined at local level but should normally be defined as commencing after 1730 hours. Where requested by a member of lecturing staff, the College may, for a specific period of time, take cognisance of temporary domestic arrangements when allocating evening sessions.

### **7.4 Working Days per Academic Year**

A full time lecturer shall be available to work up to 205 days per academic year. This shall not include Saturdays or Sundays.

## **8.0 Trade Union Duties and Activities**

- 8.1** The NJNC TU Facilities Agreement will specify the amount of time off with pay (with teaching remission) provided for trade union representatives carrying out duties and activities associated with national bargaining. The College shall be responsible for finding a lecturer to cover the trade union representative's teaching for time off with pay.
- 8.2** Colleges will separately enter into local agreements with the EIS over the amount of time off with pay (with teaching remission) that will be provided for trade union representatives carrying out duties and activities associated with local bargaining and representation. The College shall be responsible for finding a lecturer to cover the trade union representative's teaching for time off with pay.

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## 9.0 Leave

### 9.1 Annual Leave Entitlement

9.1.1 The annual leave entitlement of all full time lecturers shall be 55 days inclusive of locally agreed fixed holidays but excluding Saturdays and Sundays. This will be on a pro rata basis for part time staff.

9.1.2 The annual leave entitlement for promoted lecturers shall be 45 days inclusive of locally agreed fixed holidays but excluding Saturdays and Sundays. This will be on a pro rata basis for part time staff.

### 9.2 Annual Leave Dates

9.2.1 The dates of any unallocated balance of annual leave will be negotiated and agreed locally at each College.

### 9.3 Leave Year and Accrual

9.3.1 The leave year commences on 1 August of each year. Leave will not normally be carried over from one leave year to another.

9.3.2 Annual Leave accrues from 1 August or from the date of the month of entry or re-entry to the College as shown in the following table-

Completed months of service	1	2	3	4	5	6	7	8	9	10	11
Leave entitlement in days											

A "completed month" means the period between a date in one month and the immediately preceding date in the following month (for example 15 February to 14 March inclusive) .

### 9.4 Appointment During Leave Year

Either on first appointment or re-appointment to the College, lecturing staff will for the remainder of the current year be entitled to only the remaining periods of holiday as determined by the College.

### 9.5 Termination & Leave

9.5.1 Where a lecturer leaves the College the leave entitlement will be the number of days leave thus calculated less the number of days leave already taken, excluding fixed holidays already received.

9.5.2 A lecturer leaving the College for reasons other than dismissal for misconduct should be granted the balance of accrued holiday entitlement, before the date of termination unless, at the request of the employer or through unavoidable circumstances, such leave cannot

be granted. If the balance of leave cannot be taken, the lecturer shall receive one day's pay for each day of unused accrued leave, excluding fixed holidays already received.

**9.5.3** A lecturer leaving the College or retiring voluntarily at or during the summer holiday period will be entitled to salary in full for the period during which the College is not in session provided that the lecturer was in service on the day prior to the period when the College is not in session and had been in service since the commencement of the appropriate leave year.

**9.5.4** A lecturer retiring during the summer holiday period (when the College is not in session) shall be entitled to salary in full up to the date of his/her retirement and payment in lieu of leave for the balance of the period up to and including the day before the College resumes.

## **9.6 Prolonged Illness During Annual Leave**

Where lecturing staff, owing to certificated illness, has been incapacitated for a continuous period, at least four weeks of which fall within the College summer leave period or for a period which, being of at least two weeks' duration, incorporates in full another College vacation of at least one week's duration, the member of lecturing staff shall accrue credit of two days special leave entitlement in respect of each complete week of the vacation which had been lost as a result of the prolonged sickness, subject to a maximum of 10 such days credit in respect of sickness periods in any one leave year.

## **9.7 Special Leave**

Normally, albeit special leave will be granted with pay and will not count against annual leave for requests such as:

- medical/dental/ hospital appointments
- religious
- compassionate leave / carer's leave
- jury duty/court appearance
- public duties
- union duties
- absence due to Adverse Weather Conditions
- studying/examinations

## **10.0 Sickness**

### **10.1 College's Sickness Allowance**

These provisions relate to contractual occupational sickness allowances which are payable by colleges to lecturing staff. These contractual provisions are in addition to any statutory entitlements lecturers have.

**10.1.1** The provisions below are contractual, and any sickness & absence procedures that any College may adopt must conform to these provisions. Where any College's procedures are in conflict with these contractual provisions then the contractual provisions take precedence.

**10.1.2 Notification and Certification** - The notification and certification requirements for entitlement to and payment of sickness allowances are set out in paragraph 9.2 along with the consequences of non-compliance.

**10.1.3 Entitlement Conditions** - The qualifying conditions for entitlement to sickness allowance under this Scheme are set out in sub-paragraphs 10.1.4 to 10.1.6.

**10.1.4 Days and Periods of Sickness** - A day of sickness is a day on which the lecturer is deemed to be incapable by reason of a specified disease or bodily or mental disablement of doing work which can reasonably be expected to be done under the contract of employment. This includes days of absence from work due to an industrial accident, injury or disease.

**10.1.5** Sickness allowances are payable in respect of all days of sickness (including Saturdays, Sundays and fixed holidays) which are also qualifying days.

**10.1.6** Qualifying days for lecturers to whom this Scheme applies are as follows:

- (a) For permanent lecturing staff - all 7 days, Sunday to Saturday, in each calendar week.
- (b) For all other lecturers - the days in the week on which the lecturer was actually timetabled to work, averaged over the previous 8 working weeks.

**10.1.7 Waiting Days** - Sickness allowances are payable from the first day of sickness. There are no "waiting days".

**10.1.8 Payment and Period of Entitlement** - Where a lecturer satisfies the qualifying conditions as set out above, entitlement to sickness allowance will depend on length of service as follows:

<b>Service at Commencement of Absence from Duty</b>	<b>Full Allowance for a period</b>	<b>Half Allowance for a period</b>
<b>Less than 1 year</b>	<b>1 month</b>	<b>1 month</b>
<b>1 year but less than 2 years</b>	<b>2 months</b>	<b>2 months</b>
<b>2 years but less than 3 years</b>	<b>4 months</b>	<b>4 months</b>
<b>3 years but less than 5 years</b>	<b>5 months</b>	<b>5 months</b>
<b>5 years or more</b>	<b>6 months</b>	<b>6 months</b>

**10.1.9** The period of service to be used in calculating the entitlements to sickness allowance as set out in sub-paragraph 10.1.8 above will be from the College start date.

**10.1.10 Calculation of Allowance** - Sickness allowance is payable only in respect of qualifying days. The daily rate of sickness allowance is the daily rate of pay appropriate to the contract of employment.

**10.1.11** In the case of a lecturer over normal retirement age, the full allowance shall be a sum which when added to any additional payment (including dependent's allowances), by way of national insurance benefit or state pension, which the lecturer receives in consequence of being absent from duty through sickness, shall secure to the lecturer a sum equal to normal pay.

**10.1.12 Cessation of Entitlement** - Payment of Occupational Sickness Allowance ceases when –

- (a) a lecturer is no longer incapable of work under the contract of employment;
- (b) a lecturer fails to satisfy or to continue to satisfy the notification or certification requirements;
- (c) a lecturer exhausts the entitlement under sub-paragraph 10.1.8 above;
- (d) a lecturer is absent for a pregnancy related illness in the four weeks before the week the baby is due, in which case maternity leave commences;
- (e) a lecturer's contract of employment is terminated; or
- (f) a lecturer is in legal custody during a period of illness.

*Note: The provisions of this Part cease to apply to a lecturer whose contract of employment is terminated in pursuance of the provision of the Superannuation Act*

*applicable to the case, whether by reason of permanent ill-health, or infirmity of mind or body or by reason of age. This is however without prejudice to the right of a lecturer whose employment is terminated by reason of permanent ill-health or infirmity to receive the period of notice specified in the contract of service where appropriate.*

**10.1.13** **Sickness Allowance to Victims of Crimes of Violence** - Where a lecturer is absent from work because of an injury in respect of which an award may be made by the Criminal Injuries Compensation Authority and the lecturer is otherwise qualified to receive sickness allowance in accordance with this paragraph, such allowance will be granted without a requirement to refund any proportion of it from the sum which the Compensation Authority may award. Where an award has been made by the Compensation Authority, the period of absence will not be treated as sickness absence and will not count against the periods of entitlement set out in subparagraph 10.1.13 above, but will instead be treated as special leave. In the case of an assault in the course of employment a lecturer's period of absence will not be treated as sickness absence and will not count against the periods of entitlement but treated as special leave.

**10.1.14** The allowances in respect of normal sickness and absence due to industrial accident or disease are entirely separate. Periods of absence in respect of one do not count against the period of entitlement for the other.

**10.1.15** An absence due to an accident or workplace injury will only qualify for payment under this paragraph when an entry in the Accident Book approved for the purposes of the current legislation is appropriate and has been completed, and in the subsequent investigation by the College the facts so recorded are found to be accurate.

*All accidents must be entered in the Accident Book, including those where the lecturer, as a result of the accident, is unable to make the entry. In circumstances where no entry is made at the time of the accident, the College will still need to carry out the required investigation into the accident or injury to establish the facts. If that investigation establishes that an accident took place arising out of or in the course of employment, the lecturer may make a claim against the college's Employers Liability insurance, despite the fact that no entry has been made in the Accident Book.*

**10.1.16** Lecturers who undertake to provide continuous part-time service are entitled to sickness allowance as lecturers providing continuous full-time service subject to the following additional conditions:

**10.1.16.1** Days on which the lecturer has undertaken to give service are deemed to be consecutive whether or not they are consecutive.

**10.1.16.2** Days on which the lecturer has undertaken to give part-time service are deemed to be whole days for the purpose of calculating the period of 100 qualifying days.



**10.1.16.3** Sickness allowance is payable only for days on which the lecturer would otherwise be employed by the College.

## **10.2 Medical Examination**

A member of lecturing staff who is absent on sick leave may be required, as and when the College considers it necessary or advisable, to submit, subject to the provisions of current legislation where applicable, to an examination by a medical officer appointed by the College for this purpose.

## **10.3 Phased Return to Work**

Once a member of lecturing staff has indicated a wish and an ability to return to work, and has produced the necessary medical evidence, taking into account the nature of the illness, the College will consider the possibility of a phased return to work. The extent to which the lecturer will work in any week and the period over which this phasing will take place will be agreed at local level.

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## **11.0 Recognition of Continuous Service**

### **11.1 Continuous Service**

Colleges recognise continuous service from the date of appointment to the College unless there is a break in service for the purposes of qualifying for entitlement to certain contractual conditions of service such as annual leave, sickness allowance, maternity and paternity leave. With exception of the provisions detailed in paragraph 11.2 below, service with a previous employer is not recognised.

### **11.2 Redundancy**

Under the terms of the Redundancy Payments (Continuity of Employment in Local Government etc) (Modification) (Amendment) Order 2010 and any subsequent Amendment Orders thereto, Colleges recognise continuous service with Scottish Local Authorities and certain other employers in the Order up to a maximum of 20 years provided there is no break in service of more than four weeks.

### **11.3 Temporary Lecturing Staff**

In accordance with the Fixed Term Employees (Prevention of Less Favourable Treatment) Regulations 2000, effective 1 October 2002, continuous service is effective from the date of appointment to College. In order to take account of standard working patterns, Temporary Lecturing staff will accrue continuous service over normal periods of reduced College activity, such as Christmas and Spring leave periods and between June and the end of August

## **12.0 Maternity and Paternity Policies**

The Maternity and Paternity policies that apply to lecturing staff shall be negotiated and determined by the NJNC and issued by NJNC Circular.

- 12.1** In the event of any conflict between the Maternity or Paternity Procedures at any College and any NJNC Circular on Maternity or Paternity Policies, then any provision of the NJNC Circular shall take precedence.

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### **13.0 Family Friendly Policies**

The Family Friendly policies that apply to lecturing staff shall be negotiated and determined by the NJNC and issued by NJNC Circular.

**13.1** Family Friendly policies will include, but not be limited to:

- Flexible Working
- Maternity Leave & Pre-Natal
- Shared Parental Leave
- Parental Leave (Unpaid)
- Paternity Leave
- Adoption Leave
- Dependents' Leave
- Caring for Children
- Childcare Provision
- Agile working

**13.2** In the event of any conflict between any Family Friendly procedure at any College and any NJNC Circular on Family Friendly Policies, then any provision of the NJNC Circular shall take precedence.

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## **14.0 Disciplinary and Grievance Policies**

The Disciplinary and Grievance policies that apply to lecturing staff shall be negotiated and determined by the NJNC and issued by NJNC Circular.

- 14.1** In the event of any conflict between the Disciplinary or Grievance procedures at any College and any NJNC Circular Disciplinary or Grievance policies, then any provision of the NJNC Circular shall take precedence.

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## **15.0 Transfers to Permanent Status**

**15.1** All lecturing staff contracts used by Colleges will be one of the following types of contract:

- Full time permanent
- Part time permanent
- Fixed term (time specified or task specified).

**15.2** A lecturer who is employed on a fixed term contract will be automatically transferred to a permanent contract by his/her College in accordance with the Fixed Term Employees (Prevention of Less Favourable Treatment) Regulations 2000, effective 1 October 2002 or earlier as and when the College can determine the College need, unless there is a clear and lawful objective reason for not doing so.

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