

**NJNC NATIONAL  
TERMS AND CONDITIONS OF SERVICE  
FOR LECTURING STAFF IN  
SCOTTISH COLLEGES**



**June 2016**

**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.

## **1.2 Definitions**

**1.2.1** The terms “lecturers” and “lecturing staff” mean all staff appointed by a college to deliver education or training to enrolled students, this work may include one or more elements of the following: curriculum development; preparation of courses or material; delivery of courses in classrooms or workshops or offender institutions; delivery of tutorials to individuals or groups, assessment ; responsibility for the planning, delivery or assessment of education or training; workplace visits; consultancy; professional practice; research; administration associated with the above.

Lecturing staff will have a different balance of these duties, with some lecturing staff holding promoted posts.

**1.2.2** The term “full time” means ongoing employment of 35 hours per week.

**1.2.3** The term “part time” means ongoing employment of less than 35 hours per week.

**1.2.4** The term “permanent contract” means open ended contract without a termination date.

**1.2.5** The term “fixed term contract” means a contract issued for a specified period of time or task.

**1.2.6** The term “Colleges” refers to the colleges that have signed the NRPA.

**1.2.7** The term “College” refers to employing college.

**1.2.8** The term “reckonable service” means aggregated service with any college and for predecessor local authority employers<sup>1</sup>.

**1.2.9** 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).

**1.2.10** The term “academic year” refers to the period of time between 1 August and the following 31 July.

**1.2.11** The term “NJNC” refers to the National Joint Negotiating Committee for the College Sector.

**1.2.12** The term “negotiate” has the responsibility for decision making is jointly held between the Colleges and the EIS.

**1.2.13** 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.

---

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

### **1.3 Equal Opportunities in Employment**

The Colleges affirm that all lecturers 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.

The terms of the National Conditions are applicable equally to all lecturers 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.



**2.1 Letter of Appointment**

- 2.1.1** On appointment, each lecturer will be given a letter that includes the statement of their terms and conditions of employment, in compliance with current employment legislation. This statement will include the National Conditions agreed by the NJNC and any local terms and conditions of employment agreed at the College.
- 2.1.2** 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.
- 2.1.3** The letter of appointment will also set out the lecturer's reckonable service on appointment and the effective date of commencement of employment.
- 2.1.4** 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.

**2.2 Periods of Notice**

- 2.2.1** 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 4 weeks, and by a member of the promoted lecturing staff shall be 4 weeks.
- 2.2.2** The minimum period of notice to terminate employment to be given by the College to a member of the un-promoted lecturing staff is 3 months.
- 2.2.3** 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.

## SECTION 3 LECTURING STAFF DUTIES

### 3.1 Lecturing Staff Duties

- 3.1.1** The duties of lecturing staff shall be relevant to the post and include an appropriate balance of the following: curriculum development; preparation of courses or material; delivery of courses in classrooms or workshops or offender institutions; delivery of tutorials to individuals or groups, assessment; verification, responsibility for the planning, delivery or assessment of education or training; workplace visits; consultancy; professional practice; research; administration associated with the above.
- 3.1.2** Lecturing staff are expected to maintain their expertise, undertake programmes of continuous professional development and participate in such procedures as are jointly agreed to meet the needs of the professional or subject area in which they are employed to teach or manage.
- 3.1.3** The College will facilitate lecturing staff's continuous professional development without detriment.
- 3.1.4** Lecturing staff are expected to ensure that all lecturing and assessment is carried out in accordance with the latest specification/syllabus/regulations for each course.
- 3.1.5** Lecturing staff are expected to undertake as necessary monitoring and evaluation of course programmes and academic counselling of students.
- 3.1.6** Un-promoted posts carrying significant or additional curriculum, or course development, or student counselling duties, or specially designated lecturing responsibilities will be placed on a higher maximum scale point.
- 3.1.7** It is the responsibility of each College to ensure that duties are allocated to members of staff with due regard to the grade of post and contractual working hours.

**4.1 Pay**

The pay of lecturing staff in colleges that have signed the NRPA shall be determined by the NJNC.

**4.1.1** The NJNC will issue a national pay scale for un-promoted lecturing staff and a national pay scale for promoted lecturing staff.

**4.1.2** The values of the pay points in the national pay scales will be reviewed through the NJNC, with effect from 1 April each year

**4.1.3** At all colleges covered by this agreement, determination of grading arrangements, and their implementation, will follow the NJNC Circulars as issued by the NJNC.

**4.1.4** Lecturing staff will automatically progress by one incremental point each year up to the highest pay point for their pay scale.

**4.1.5** Part-time lecturing staff will be paid pro rata to the full time salary on the basis of a 35 hour week.

**4.2 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.

**4.3 Acting Appointments**

**4.3.1** 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.

**4.3.2** 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.

#### **4.4 Conservation of salary**

Where an individual holds a post which is paid at a scale point higher than that of the top of the scale for an un-promoted lecturer for two years or more, and thereafter the post is downgraded or rendered redundant, the individual's salary will be conserved on the highest scale pay point attained in that post. For the avoidance of doubt, this means the individual's salary is pegged to the scale point not a fixed cash value.

#### **4.5 Distant Islands Allowance**

Where a lecturer is employed in a further education college or centre on a distant island the normal salary entitlement shall be supplemented by an additional annual allowance the value of which shall be equivalent to the current allowance payable for school teachers employed by the local authority for that island. This will apply to lecturers based on distant islands in Argyll, Highland, Orkney, Shetland and Comhairlean Eilean Siar local authority areas.

#### **4.6 Additional Allowances**

- 4.6.1** A lecturer who is employed to teach in a penal establishment shall be entitled to receive an annual environmental allowance, the value of which shall be specified by the NJNC on an annual basis.
- 4.6.2** A lecturer who has an accredited qualification to teach students with learning difficulties awarded by a Scottish college of education (or equivalent qualification) and who is employed wholly or mainly in teaching courses specifically designed for those with learning difficulties will receive an additional annual allowance, the value of which shall be determined by the NJNC on an annual basis.
- 4.6.3** A lecturer who is employed wholly or mainly in the education of adults who are patients in hospital shall receive an additional annual allowance, the value of which shall be determined by the NJNC on an annual basis.

#### **4.7 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.



## 5 Salary Placement

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

### 5.1 National Pay Scale for Un-promoted Lecturers

On appointment one increment will be credited for each year of previous service and experience which falls within the following specifications:

- a) All periods of recognised teaching service in a school, college, polytechnic or university.
- b) All periods of relevant experience in education or in employment other than teaching.
- c) No period of service or experience will be taken into account more than once when calculating the total service to be credited.

5.2 The initial increment placing will be calculated on the basis of credited service up to 31<sup>st</sup> July immediately preceding appointment and an additional increment will be given on the 1<sup>st</sup> August in each subsequent year.

- All periods of credited service will be totalled and any remainder of 90 days or more shall be counted as a full year.
- For all periods of previous employment one day of credit shall be given for every calendar day during the period of such employment.
- No period of service or experience shall be taken into account more than once when calculating the total service to be credited.

### 5.3 National Pay Scale for Promoted Lecturers

All promoted lecturing posts will be advertised with a specified range of salary points within the national pay scale for promoted lecturers.

#### **5.4 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.

#### **5.5 Completion of Lecturing Qualifications**

**5.5.1** The College will award an additional increment to all lecturing staff on a scale who successfully complete the approved lecturer training course after their initial appointment provided that the maximum point of their scale has not already been reached.

**5.5.2** Any course providing a qualification that leads to the GTCS endorsed TQFE shall be an approved lecturer training course.

#### **5.6 Re-assessment of Salary Placement**

The College may reassess the salary placement of a lecturer and will do so promptly if requested by the lecturer. Any such reassessment will be operative with effect from the beginning of the month in which the request was made by the lecturer, or from the beginning of the next month following that in which the College intimates to the lecturer the result of a reassessment conducted on its own initiative.

## SECTION 6: WORKING HOURS

### 6.1 Working Hours per Week

For all lecturing staff the normal working hours shall be 35 per week, exclusive of lunch breaks and inclusive of two 15 minute intervals per day.

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

**6.1.2** Normal working hours shall be between 9.00am and 5.00pm, excluding an hour's lunchbreak.

### 6.2 Sessions per Week

**6.2.1** The normal working week will consist of no more than 10 lecturer sessions per week. A lecturer will be required to attend the workplace for a maximum of 28 hours per week exclusive of meal breaks and inclusive of two 15 minute breaks per day.

**6.2.2** A lecturer session would normally be of 3 hours duration.

#### 6.2.3 Discretionary Time

The remaining 7 hours may be worked at the College or elsewhere at the lecturers' discretion. The College will ensure that every lecturer has at least one half day with no class contact.

### 6.3 Working Days per Academic Year

A full time lecturer shall be available to work up to 194 days per academic year. This shall not include Saturdays or Sundays.

## **6.4 Evening Sessions**

**6.4.1** The College will take all reasonable steps to ensure that the 10 lecturer sessions each week will be day sessions only. In exceptional circumstances where it is necessary to have combined day and evening classes, the maximum number of evening sessions will be 2 per week. All teaching sessions will run consecutively and no lecturer will be compelled to attend College for more than 2 sessions per day. An evening session will be recognised as starting after 5.00pm. No lecturer will be compelled to work out-with normal daytime hours. No lecturer will be expected to take their discretionary time in an afternoon on the day of an evening session.

The College will take cognisance of individual staff members' personal circumstances prior to scheduling lecturing sessions and 6 weeks prior notice will normally be given to each member of staff to be so scheduled. These arrangements may be subject to alteration, by agreement, in the event of additional teaching requirements.

**6.4.3** Due account will be given to the recognised minimum 45 minute break between lecturing sessions.

**6.4.4** Colleges will ensure that timetables are prepared prior to the commencement of each teaching block/semester.

## SECTION 7: CLASS CONTACT HOURS

### 7.1 Lecturers

Full-time lecturing staff are required to work a maximum of 21 hours class contact per week. The annual maximum shall be 800 hours per academic session.

### 7.2 Promoted Lecturers

Full-time promoted lecturers are required to work a maximum of 12 hours class contact per week. The annual maximum shall be 500 hours per academic session.

Class contact remission for all promoted lecturers shall be sufficient to allow duties to be discharged within normal working hours.

### 7.3 Job Sharers and Permanent Part-Time Staff

Part-time Lecturing staff employed on either a job sharing or a permanent part-time contract are required to work as above on a pro-rata basis.

### 7.4 Class Contact

#### 7.4.1 Class contact time will include the following:

- a) Class teaching
- b) Invigilating and supervising examinations, tests and assessments
- d) Teaching on a tutorial basis
- e) Induction sessions
- f) Supervision of students
- g) Student guidance – based on the number of students
- h) Remediation and re-assessment
- i) Sickness/absence cover
- j) Distance and blended learning including e-assessment
- k) Internal verification and cognate group meetings
- l) SVQ visits and assessment duties
- m) Travel time between college campuses
- n) Any other duty which a lecturer is asked to undertake which does not involve preparation and marking for that lecturer's class.

- o) Delivering research projects or dissertations
- p) Participating in academic research activity

**7.4.2** Where specific College/teaching development tasks are identified and agreed, then the individual member of staff who is requested to undertake such a task, will be granted remission from his/her class contact time.

**7.4.3** Staff who are asked to participate in the formal *Internal Verification* process will be granted reasonable remission time from class contact time.

**7.4.4** In the allocation of class contact time to un-promoted lecturers, the College will have regard to any special requirements of a lecturer's teaching duties, including the level and range of work, together with any non-class contact duties exceptionally assigned to the lecturer.

## **7.5 Trade Union Duties and Activities**

**7.5.1** 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.

**7.5.2** 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.

## SECTION 8: LEAVE

### 8.1 Annual Leave Entitlement

The annual leave entitlement of all fulltime lecturing staff shall be 66 days inclusive of public holidays but excluding Saturdays and Sundays.

### 8.2 Annual Leave Dates

**8.2.1** Common annual leave dates for Colleges will be negotiated and agreed at NJNC for each academic year. These dates will be shared in advance by NJNC circular.

**8.2.2** The dates of any unallocated balance of annual leave (arising from 8.2.1) will be negotiated and agreed locally at each College.

### 8.3 Leave Year and Accrual

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

**8.3.2** 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	5	10	15	20	25	31	36	41	46	51	55

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) .

### 8.4 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.

### 8.5 Termination & Leave

**8.5.1** 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.

**8.5.2** 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.

**8.5.3** 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.

**8.5.4** 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.

### **8.6 Prolonged Illness During Annual Leave**

Where a lecturer, owing to certified illness, has been incapacitated for a continuous period which falls within the lecturer's annual leave, then the annual leave will be restored to that lecturer. One year's continuous absence would lead to a maximum of 28<sup>2</sup> days annual leave being restored, and fraction thereof in any pro rata certified sickness absence.

This allowance will be taken up by the lecturer, in agreement with the College, during the term following the vacation concerned, subject to the overriding needs of the service. (For the purposes of this paragraph a week is defined as seven consecutive days.)

### **8.7 Special Leave**

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

- medical/dental appointments
- civil ceremony/marriage
- religious
- compassionate leave, carers leave
- domestic emergency
- house move
- jury duty
- public duties eg donating blood or bone marrow; election duties; emergency services; fertility treatment; investiture; parent council membership; service in non-regular forces; volunteering training

---

<sup>2</sup> Or that number specified by the Working Time Regulations or as subsequently amended by law.



**9.1 College's Sickness Allowance**

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

**9.1.1** 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.

**9.1.2 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.

**9.1.3 Entitlement Conditions** - The qualifying conditions for entitlement to sickness allowance under this Scheme are set out in sub-paragraphs 9.1.4 to 9.1.6.

**9.1.4 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 (see sub-paragraphs 9.1.30 to 9.1.32).

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

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

(a) For permanent lecturers - 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.

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

**9.1.8 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 of</b>	<b>Half Allowance for a period of</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>

**9.1.9** The period of service to be used in calculating the entitlements to sickness allowance as set out in sub-paragraph 9.1.8 above will be from the College start date plus any reckonable service.

**9.1.10** **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.

**9.1.11** 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 dependant'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.

**9.1.12 Cessation of Entitlement** - Payment of 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 set out in paragraph 9.2;
- (c) a lecturer exhausts the entitlement under sub-paragraph 9.1.8 above;
- (d) a lecturer is absent on maternity leave;
- (e) a lecturer's contract of employment is terminated; or
- (f) a lecturer is in legal custody.

*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.*

**9.1.13 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 sub-paragraph 9.1.13 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.

**9.1.14** **Sickness or Disablement due to Accident in the Course of Employment or Workplace Injury-** Where a lecturer is absent due to sickness or disablement as a result of an accident or injury arising out of and in the course of employment, or due to an industrial disease, the lecturer will be entitled to a separate allowance calculated on the basis as the sickness below:

<b>Service at Commencement of Absence from Duty</b>	<b>Full Allowance for a period of</b>
<b>Less than 1 year</b>	<b>2 month</b>
<b>1 year but less than 2 years</b>	<b>4 months</b>
<b>2 years but less than 3 years</b>	<b>6 months</b>
<b>3 years but less than 5 years</b>	<b>10 months</b>
<b>5 years or more</b>	<b>12 months</b>

**9.1.15** 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.

**9.1.16** 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.*

**9.1.17** 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:

- (a) Days on which the lecturer has undertaken to give service are deemed to be consecutive whether or not they are consecutive.
- (b) 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.
- (c) Sickness allowance is payable only for days on which the lecturer would otherwise be employed by the College.

## **9.2 Notification and Certification**

**9.2.1** A lecturer must fulfil all of the requirements set out below to be entitled to statutory sick pay (SSP) or the College's sickness allowance (unless otherwise specified).

- (a) Where a lecturer is prevented by sickness from reporting for duty the lecturer or some other person acting on the lecturer's behalf must notify the College immediately.
- (b) Where the absence continues to a fourth day, at that time the lecturer or some other person acting on the lecturer's behalf must notify the College of the continuing absence and whether the period of absence is likely to continue beyond a seventh day. Where this is the case the self-certificate will be sent to the lecturer for completion in accordance with sub-paragraph (e) below.
- (c) Where the absence is for up to 7 days of incapacity for work or 7 days of sickness, the lecturer must on his/her return to work complete a self-certificate form.
- (d) Where the absence extends beyond 7 days of incapacity for work or 7 days of sickness, the lecturer must submit to the College his/her's doctor's sick notes to cover the period of absence beyond the 7 days.
- (e) Where a lecturer has been absent for more than 7 days, the first doctor's statement must be submitted as well as a self-certificate form to cover the first 7 days.
- (f) The lecturer must additionally notify the College timeously of any additional fit note or doctor's statement specifying an additional period of medical absence.

**9.2.2 Non-compliance** - Where a lecturer fails to reasonably comply with the requirements of paragraph 9.2.1 in respect of any day of sickness or a day of incapacity for work, entitlement in respect of that day to either SSP or sickness allowance may cease.

**9.2.3** Where further notification is not given on the fourth day, in accordance with sub-paragraph 9.2.1 (b) above, the lecturer will not be disentitled to SSP from the fourth day of absence

for that reason only. The lecturer will, however, not again become entitled to sickness allowance until the day on which further notification is received.

**9.2.4** A lecturer will continue to be disentitled until the day of sickness or day of incapacity for work on which the lecturer satisfies the requirements of this paragraph.

### **9.3 Medical Examination**

A lecturer 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.

### **9.4 Phased Return to Work**

Once a lecturer 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 in conjunction with the Director of Human Resources and the lecturer's Line Manager.

**10 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.

- 10.1** 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.



**11 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.

**11.1** 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
- Dependants' Leave
- Caring for Children
- Childcare Provision
- Working from Home

**11.2** 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.



**12 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.

- 12.1** 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.



## SECTION 13: TRANSFER TO PERMANENT STATUS

### 13.1 Transfers to Permanent Contract

**13.2** 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)

**13.3** A lecturer who is employed on a fixed term contract will be automatically transferred to a permanent contract by his/her College if that lecturer has completed continuous service for a period of one year and a day, unless there is a clear and lawful objective reason for not doing so.

**13.4** Posts may be job shared if the College and job share applicants are in agreement. Each job sharer will hold a separate part-time permanent contract.

**13.5** There shall be no zero hours, casual or other non-standard or variable hours contracts used for any lecturing staff in Colleges.