



## National Joint Negotiating Committee Circular 01/18

### Implementation of November 2017 National Joint Negotiating Committee (NJNC) Agreement

This Circular is issued under the provisions of the NJNC and is binding on the signatories of the National Recognitions and Procedures Agreement (NRPA).

This Circular implements the November 2017 NJNC Agreement and the sections of the May 2017 NJNC Agreement not previously implemented through NJNC Circulars, recognising that where elements of the November NJNC Agreement supersede elements of the May 2017 NJNC Agreement, the November 2017 NJNC Agreement will apply.

The November 2017 NJNC Agreement reached on Wednesday 29 November 2017, and ratified by the Employers' Association and the EIS FELA is as detailed below and the May 2017 NJNC Agreement is attached as Appendix 1:

November 2017 Agreement – Core Terms and Conditions	
<b>Salary Conservation</b>	
Where a member of staff is currently in receipt of existing local salary conservation arrangements these will be retained. Position from 1 January 2018 – 4 years conservation.	
<b>Annual Leave</b>	<b>Unpromoted Lecturers</b>
	<b>Promoted Lecturers</b>
62 days – fixed No detriment for staff in post at 31 December 2017	
Level 1 – 62 days – fixed Level 2 – 60 days – up to 5 days can be taken flexibly, subject to operational exigencies of the service Level 3 – 55 days, the timing of which will be determined subject to operational exigencies of the service. No detriment for staff in post at 31 December 2017	
<b>Class Contact</b>	<b>Unpromoted Lecturers</b>
23 hours plus 1 (maximum 8 hours in any 12 consecutive teaching week period), with annual hours of 860. Class Contact Time: 23 hours (FTE)	
<ul style="list-style-type: none"> <li>• Teaching/Assessment.</li> <li>• Supervision of students</li> <li>• Tutorial Teaching/Support</li> </ul>	
Where appropriate and as directed by college management:	
<ul style="list-style-type: none"> <li>• Participating in agreed academic research</li> <li>• Additional curriculum development</li> </ul>	
Additional 1 hour Class Contact (FTE) up to a maximum of 8 hours within any 12 week consecutive teaching week period	

		<ul style="list-style-type: none"> <li>Cover in accordance with the above for sickness or other short term absence.</li> <li>Where appropriate, and as agreed with college management, coordination/lead of internal verification.</li> </ul> <p>Weekly hours 23+1 and Annual hours of 860 (FTE) to be applied pro rata to part time staff.</p> <p>To be applied from 1<sup>st</sup> August 2018</p> <p>No detriment for staff in post at 31 December 2017</p>
	<b>Promoted Lecturers</b>	<p>Level 1 – Up to 17 hours per week</p> <p>Level 2 – Up to 12 hours per week.</p> <p>Level 3 – Up to 9 hours per week.</p> <p>This will be applied from 1 August 2018.</p> <p>Class Contact time will be based on the duties listed above for unpromoted staff, incorporating both the '23 hours' and the 'additional 1 hour'.</p> <p>No detriment for staff in post at 31 December 2017</p>
<b>Transfer to Permanency</b>		2 years – to be applied from 1 April 2019.
<p><b>Notes:</b></p> <ol style="list-style-type: none"> <li>Any voluntary contractual move to another post and/or employer means that existing local arrangements would cease. Colleges will comply with all relevant employment legislation.</li> <li>Anyone currently working in the sector on a temporary, fixed term or other non-permanent contract will retain existing local arrangements on renewal of their existing contract or transfer to an equivalent permanent post. Where there is agreement within the college to amend an employee's existing hours or otherwise amends an existing contract, existing local arrangements will be retained.</li> <li>The whole Agreement is subject to ratification by both sides and the completion of an Equality Impact Assessment.</li> </ol>		

## Implementation Details of the Agreement

### Salary Conservation

From 1 January 2018, salary conservation will be applied on a four years' cash conservation basis. Employees in this position will not receive any increase to the cash amount of the salary at the point of conservation and will move to the salary level of the new post or grade at the end of the four year period. If during the four year period, annual pay awards increase the salary of the 'new' or regraded post beyond that of the cash conserved value, the postholder will move out of cash conservation and onto the new salary grade.

This agreement will apply to any new salary conservation arrangement which commences after 1 January 2018.

Employees who are currently in receipt of salary conservation arrangements, as at 31 December 2017, will continue with the timescales contained in those existing contractual salary conservation arrangements. This applies to timescales which are both longer and shorter than the national agreement of four years.

For those promoted lecturers, whose posts have been matched to a level with a lower salary under the terms of Circular 02/17 or whose posts are matched to a level with a lower salary under the terms of Circular 04/17, the salary conservation conditions applicable under local arrangements in place at 1 April 2017 will apply.

#### Annual Leave – Unpromoted Lecturing Staff

1. Subject to paragraph 3 below, unpromoted lecturing staff will have 62 days annual leave entitlement. This is the new national position and will be applied from 1 January 2018. For those colleges which have a leave year commencing on a date other than 1 January and which are required to apply additional days during the transitional period from 1 January 2018 until the end of the annual leave year, a pro rata entitlement will require to be made for the appropriate part year period with the full amount being applied from the next college leave year.
2. The 62 days are inclusive of all scheduled college closure days and the timing of the leave will be determined according to local arrangements.
3. There will be no change in the annual leave entitlement for existing unpromoted lecturing staff who are in post at 31 December 2017 and who are in receipt of an annual leave entitlement in excess of 62 days. The principle of 'no detriment' means that they will retain their existing level of leave and there will be no change to their current leave arrangements.

#### Annual Leave – Promoted Lecturing Staff

1. Subject to paragraph 8 below, promoted lecturing staff matched to Level 1 in accordance with NJNC Circulars 02/17 and 04/17, will have 62 days annual leave entitlement.
2. Subject to paragraph 8 below, promoted lecturing staff matched to Level 2 in accordance with NJNC Circulars 02/17 and 04/17, will have 60 days annual leave entitlement.
3. Subject to paragraph 8 below, promoted lecturing staff matched to Level 3 in accordance with NJNC Circulars 02/17 and 04/17, will have 55 days annual leave entitlement.
4. The annual leave entitlements specified in paragraphs 1 to 3 above are the new national positions for promoted lecturer posts and will be applied from 1 January 2018.
5. For those colleges which have a leave year commencing on a date other than 1 January and which are required to apply additional days during the transitional period from 1 January 2018 until the end of the annual leave year, a pro rata entitlement will require to be made for the appropriate part year period with the full amount being applied from the next college leave year.
6. All annual leave entitlements are inclusive of scheduled college closure days.
7. Level 1 promoted lecturer posts will have the timing of their annual leave determined according to local arrangements and this will conform to the timing of annual leave for unpromoted lecturing staff as determined locally.

Level 2 promoted lecturer posts can take up to 5 days, out of the 60 days flexibly, subject to the operational exigencies of the service. Fixed days will be determined according to local arrangements.

Level 3 promoted lecturer posts will have the timing of the 55 days annual leave determined locally and according to the operational exigencies of the service.

8. There will be no change to annual leave for existing promoted lecturers who are in post at 31 December 2017 and who are in receipt of an annual leave entitlement in excess of the amount applicable to their matched level. The principle of 'no detriment' means that they will retain their existing level of leave and there will be no change to their current leave arrangements.

### Class Contact Hours Unpromoted Lecturing Staff

Class contact time for unpromoted lecturers will be a weekly maximum of 23 hours plus one additional hour (FTE). The 'plus 1 hour' element of this provision is subject to a maximum of 8 hours in any consecutive 12 week period. In addition, an annual maximum of 860 (FTE) contact hours will also apply. The weekly maximum number of class contact hours of 23 plus 1 (FTE) and the maximum annual hours of 860 (FTE) will be applied pro rata to part time staff.

This national position for class contact time will be applied from 1 August 2018. In the interim period, local arrangements will continue to apply.

There will be no detriment for staff in post as at 31 December 2017. This means that if an unpromoted lecturer was contracted to less than the national position at that time e.g. 22 hours, he or she will retain those class contact hours and arrangements.

New unpromoted lecturers appointed between 1 January and 31 July 2018 to a new contract which extends beyond 1 August 2018, will be contracted on existing local class contact time with specific provision being made that the class contact hours will change to the new national position on 1 August 2018. This will apply in all colleges irrespective of the current level of class contact being either higher or lower than the national position. Unpromoted lecturers in these circumstances will be made aware of this position at an early stage in the recruitment process.

The transitional arrangements referred to in the paragraph above will not apply to anyone working in the sector on a temporary, fixed term or other non-permanent contract on 31 December 2017 and whose contract is renewed or who is transferred to an equivalent permanent post after 1 January 2018

### Class Contact Hours Promoted Lecturing Staff

Class contact time for level 1 promoted lecturing staff will be up to 17 hours per week (FTE), for level 2 promoted lecturing staff up to 12 hours per week (FTE) and for level 3 promoted staff up to 9 hours per week (FTE). The time periods specified for each level of promoted lecturer will be applied pro rata to part time staff.

This national position for class contact time for all levels of promoted lecturer posts will be applied from 1 August 2018. In the interim period, local arrangements will continue to apply.

There will be no detriment for staff in post as at 31 December 2017. This means that a promoted lecturer who was contracted to less than the national position for his or her matched level at that time, will retain those class contact hours and arrangements.

New promoted lecturers appointed between 1 January and 31 July 2018 to a new contract which extends beyond 1 August 2018, will be contracted on existing local class contact time, with specific provision being made that the class contact hours will change to the new national position on 1 August 2018. This will apply in all colleges irrespective of the current level of class contact being either higher or lower than the national position. Promoted lecturers in these circumstances will be made aware of this position at an early stage in the recruitment process.

The transitional arrangements referred to in the paragraph above will not apply to anyone working in the sector on a temporary, fixed term or other non-permanent contract on 31 December 2017 and whose contract is renewed or who is transferred to an equivalent post after 1 January 2018.

### Class Contact Definition.

The 23 hours (FTE) of class contact will be for:

- Teaching/assessment
- Supervision of students
- Tutorial teaching/support

Where appropriate and as directed by college management:

- Participating in agreed academic research
- Additional curriculum development

The additional 1 hour class contact (FTE) will be up to a maximum of 8 hours within any 12 week consecutive teaching week period (FTE). This will be for:

- Cover for sickness or other short term absence;
- Where appropriate and as agreed with college management, the coordination/lead of internal verification.

This national definition of 'class contact' which will apply to all lecturing staff will apply from 1 August 2018. In the interim period, local arrangements will continue to apply.

The elements of the definition should be self-explanatory. It can be seen from the definition that covering classes for sickness or other short term absence would form part of the definition of the additional plus one hour. Class contact is subject to the stated upper maximum according to whether you are an unpromoted or promoted lecturer. The definition of the 'plus one hour' is also subject to a maximum of 8 hours in any 12 week consecutive period (pro rata). The weekly maximum therefore includes all cover. For the avoidance of doubt, the 'coordination/lead of internal verification' where it is referred to in terms of the additional 1 hour does not refer to what would be considered normal participation in internal verification. Any issues of local difference of interpretation which cannot be resolved at college level should be referred to the Joint Secretaries.

### Transfer to Permanency

Lecturers working in the sector on a temporary, fixed term or other non-permanent contract and who have completed 2 years continuous service by 1 April 2019 will move to a permanent contract. This will be applied to all such temporary employees with continuous service on a rolling basis thereafter. Such temporary employees in post at 31 December 2017 will have the principles of 'no detriment' applied.

Further guidance will be issued prior to 1 April 2019 on the methodology to be applied in the transfer to permanence process. In the interim, local arrangements should continue to apply.

If the application of existing statutory provisions or local arrangements would entitle a lecturer to permanence before 1<sup>st</sup> April 2019, then those provisions or arrangements will continue to apply and the transfer to permanency will take place in accordance with those provisions or arrangements.

### Footnotes to the Agreement

All of the above sections must be read in conjunction with the agreed footnotes to the agreement. It should be noted that, colleges must comply with statutory provisions including all relevant employment legislation.

If any clarification is sought, this should be directed to the Joint Secretaries, [john.gribben@collegesscotland.ac.uk](mailto:john.gribben@collegesscotland.ac.uk) and [akeenan@eis.org.uk](mailto:akeenan@eis.org.uk). A joint response will be provided to all points of clarification.

NJNC Joint Secretaries

Anne Keenan

John Gribben

## NJNC Agreement – Friday 19<sup>th</sup> May 2017

The undernoted are agreed by both sides of the NJNC Side Table Lecturers, subject to reporting and ratification by their respective constituencies. Both sides agree to recommend acceptance of this Agreement to their respective constituencies.

The EIS agrees to immediately suspend the current industrial action relating to the March 2016 NJNC Agreement.

The Management side agrees to immediately implement the pay elements of section 5 of the March 2016 NJNC Agreement.

This NJNC Agreement gives effect to all NJNC agreements in principle on pay migration and harmonisation as agreed at the NJNC meeting on 15 December 2016.

This NJNC Agreement further gives effect to all NJNC agreements in principle on terms and conditions as agreed at the NJNC meeting on 16 March 2017.

Agreed changes to Terms and Conditions will take effect from 1 August 2017.

Both sides acknowledge that some elements remain to be jointly finalised, however, these elements do not affect the implementation of this Agreement as set out above. This will be completed by 1 June 2017.

Terms and Conditions		Staff in post at 31 July 2017	New Employees from 1 August 2017
<b>Salary Conservation*</b>		Where a member of staff is currently in receipt of existing local salary conservation arrangements these will be retained.	To be agreed Management position – 3 years cash conservation EIS position – 6 years cash conservation
<b>Annual Leave</b>	<b>Unpromoted Lecturers*</b>	Retain existing local terms. (No Detriment)	To be agreed Management position - 60 days per annum EIS position – 63 days per annum
	<b>Promoted Lecturers*</b>	Retain existing local terms. (No Detriment)	To be agreed:  Management position: <ul style="list-style-type: none"> <li>• Level 1 - 60 days per annum.</li> <li>• Level 2 - 55 days per annum.</li> <li>• Level 3 - 50 days per annum.</li> </ul> EIS position – no differential (63 days)
<b>Class Contact</b>	<b>Unpromoted Lecturers</b>	Retain existing local terms (no detriment) OR migrate to 23 hours plus 1 hours (maximum of 8 hours within any 12 consecutive teaching week period), with annual hours of 860, from 1 August 2017	23 hours plus 1 hours (maximum of 8 hours within any 12 consecutive teaching week period), with annual hours of 860

	<p><b>Promoted Lecturers</b></p>	<ul style="list-style-type: none"> <li>• Level 2 - Up to 12 hours per week.</li> <li>• Level 3 - Up to 9 hours per week.</li> </ul> <p>(Note – from 1 August 2017 or date of appointment through matching process if differs)</p>	<p>To be agreed</p> <p>Management position:</p> <ul style="list-style-type: none"> <li>• Level 1 - Up to 18 hours per week.</li> </ul> <p>EIS position:</p> <ul style="list-style-type: none"> <li>• Level 1 - Up to 15 hours per week.</li> </ul>
--	----------------------------------	---	--

**Note:**

\* Any voluntary contractual move to (another post) and or college/employer means that existing local arrangements would cease. [wording to be agreed]