



Circular STS 03/22 – National Agreement Terms and Conditions (Support Staff)

This Circular is issued under the provisions of the National Joint Negotiating Committee (NJNC) – Side Table (Support) and is binding on the college signatories of the National Recognition and Procedures Agreement (NRPA). Non-NRPA colleges are encouraged to shadow the agreement.

This Circular implements the National Agreement Terms and Conditions (Support Staff) (henceforth the “*National Agreement*”) and applies to the support staff of all the Scottish colleges that have signed the NRPA.

The Support Staff National Agreement, agreed in March 2022, is attached as **Appendix 1**. The National Agreement is an agreed output of the NJNC.

The National Agreement will apply from 1st August 2022., with the exception of those national terms already agreed and applied.

The National Agreement brings an end to any local contractual or collective agreements on the areas covered within the document, including those applied under TUPE, unless otherwise specified in the National Agreement.

Scope

The terms of this Circular will apply to all employees and new entrants, including those on a temporary, fixed term or non-permanent contracts. The National Agreement will be applied pro rata for part-time employees, unless expressly stated otherwise.

If any clarification is sought, this should be directed to the Joint Secretaries, employment.services@collegesscotland.ac.uk and j.gallacher@unison.co.uk. A joint response will be provided to all points of clarification.

NJNC Joint Secretaries

John Gallacher

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March 2022



Guidance,
Empowering, Principles,
Trade Unions
National Bargaining,
Scope,
Employee Relations
Flexible, Resilient,
Staff Development
Values, Fairness
Communication, Purpose,
Policies, Trust, Review,

NATIONAL AGREEMENT

Terms and Conditions (Support Staff)

Introduction

The National Recognition and Procedures Agreement (NRPA) between the EIS, GMB, UNITE, and UNISON and Scottish Colleges sets the areas of college employee'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 National Joint Negotiating Committee (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.

The scope of this agreement will be reviewed annually.

The Colleges agree to consult with the Unions at the NJNC on other matters on national policy, and both Sides agree to provide guidance for implementation locally, appropriate to the need of each particular college. The NJNC may issue national policy advice and may share best practice for Colleges or local collective bargaining arrangements."

This National Agreement Terms and Conditions (Support Staff) (henceforth the "*National Agreement*") applies to the support staff of all the Scottish colleges that have signed the NRPA.

Any dispute over the interpretation of any aspect of the National Agreement should be referred to the National Joint Negotiating Committee (NJNC) Joint Secretaries for resolution. If this fails, then the matter should be referred to the NJNC.

The National Agreement will be updated following any agreements reached through negotiations.

1. Pay

This section will be updated following the outcome of negotiations around National Pay and Grading following the Job Evaluation exercise.

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

The salary receivable by an employee accrues daily at 1/365 of the annual rate of salary. Deductions and payments in respect of a days' pay will be made at 1/365 of the annual rate of salary.

All support staff including modern apprentices will be paid the Living Wage as a minimum.

2. Working Hours Per Week and Working Arrangements

The working hours and working arrangements are as agreed in [STS 01/21](#).

The full time working week for support staff is 35 hours per week normally worked between Monday and Friday. These hours will normally be worked on a daily basis between 0800 and 1800, exclusive of a lunch break and inclusive of paid morning and afternoon breaks. Colleges may choose to set notional or fixed times for full time support staff between these hours.

It is not envisaged that, as a result of this agreement, colleges will change the existing working arrangements, including the working week and hours of work where these are already defined. Any future proposed changes should be consulted upon, through the local college JNC machinery.

The definition of Working Week and Working Day does not apply to existing employees specifically contracted to work out with these hours as at April 2018.

The college will be the normal venue for all working hours unless the employee requests otherwise and approved by the appropriate manager.

The college will ensure that duties are allocated to employees having due regard to the agreed job description, the grade of the post and the contractual working hours.

No employee will be compelled to work above and out with their contracted working hours.

3. Letter of Appointment

All employees will be issued with a letter of appointment and a statement of the main terms and conditions of employment (also known as Statement of Particulars), in compliance with current employment legislation and statutory requirements.

4. Overtime

Work in excess of the normal hours of duty a week should be discouraged and in particular employees should not be required consistently to work overtime.

Where overtime is necessary and has been approved in accordance with local arrangements, payment will be calculated on the following basis, and as agreed in Circular [STS 05/18](#), for employees in receipt of a salary less than £40,000.

For all authorised hours worked over and above 35 hours, on any day other than a Sunday, payment shall be at the rate of time and a half.

For all overtime on a Sunday, payment shall be at the rate of double time.

All authorised hours worked on a local closure or public holiday (normal hours or overtime) will be paid at double time. In addition, time off with pay will be granted at a later day as follows:

- Less than 3.5 hours this will equate to a half day
- More than 3.5 hours will equate to a full day.

Employees in receipt of a salary in excess of £40,000 will not be eligible for premium payments for additional hours worked.

5. Other Payment Allowances

The following allowances are as agreed in [Circular STS 05/18](#):

Shift Allowances

Where employees are required to work on a recognised shift pattern, the rate shall be at 14% for a two Alternating Shift pattern and 20% for a 3 Shift System which includes a night shift. Shift patterns will be locally determined.

Unsocial Hours Working

Where employees are required to work between the hours of 2100 and 0600 and on a Sunday (midnight to midnight) will be paid at the rate of time and one third for all hours worked during these times. This allowance will not be paid if any other enhanced rate applies, for example, shift allowance or overtime.

Standby

Employees on a recognised locally agreed standby rota will receive £100 per week

Callout

Call out payments will be made on the basis of a minimum payment of two hours (including travel time). Employees who are 'called out' to work will receive payment at the rate of time and a half for hours worked if they are on a recognised standby rota, and at double time if they are not on a recognised standby rota. Reasonable travel expenses in accordance with the locally agreed procedure may be claimed in conjunction with this allowance.

First Aid

The National First Aid Allowance, paid at the rate of £500 per annum, will be applied to all staff trained and operating as a First Aider. The number of First Aiders to be determined by the college in accordance with the relevant [Health and Safety Guidance](#).

6. Annual Leave

Annual leave provisions are as agreed in [Circular STS 05/18](#). All support staff will have an annual leave entitlement of 45 days, inclusive of a minimum of 12 college closure days and public holidays. This will be applied on a pro rata basis for part time staff.

The timing/dates of the minimum 12 fixed days, closure days and public holidays will be determined locally.

Leave for full time support staff shall accrue as shown in the following table:

Support Staff												
Completed months of service	1	2	3	4	5	6	7	8	9	10	11	12
Leave days	4.0	7.5	11.5	15.0	19.0	22.5	26.5	30.0	34.0	37.5	41.5	45

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).

Where leave is calculated in days, support staff appointed to a part time post will have their leave accrual determined on a pro rata basis with any fractional part of a day being rounded upwards to the nearest half day. Colleges may continue to apply leave for part time support staff in hours in which case there will be no rounding required.

Employees joining the college will have their annual leave entitlement calculated based on the number of complete months that will be worked in that leave year. Support staff leaving the service of the college will normally be expected to use any outstanding portion of annual leave during their notice period. If this is not possible, a payment will be made for any outstanding annual leave.

Where an employee has received more than the accrued entitlement prior to the date of termination of employment, one day's pay for each day's leave received in excess of entitlement will be recovered, subject to meeting minimum statutory leave entitlements.

The timing of support staff annual leave will be subject to operational requirements and colleges are expected to manage this in a fair and consistent manner. Current local leave entitlements, where they exceed 45, will remain in place for staff in post prior to September 2018.

7. Salary Conservation

Salary conservation arrangements are as agreed in Circular [STS 05/18](#) and [STS 01/21](#). In circumstances where an employee is redeployed or evaluated to a lower graded post, salary conservation will be applied on the basis of four years cash conservation. If during this period, annual pay awards have not enhanced the substantive salary of the post to the level of the cash conservation, the postholder's salary will then be brought on line with the appropriate salary for the post.

8. Transfer to Permanency

Transfer to Permanency arrangements are as agreed in Circular [STS 05/18](#). Employees on a temporary contract will transfer to permanent status on completion of two years continuous service. Colleges should monitor the application of this condition on an ongoing basis, and where appropriate after one year, contracts will be reviewed to assess permanency as appropriate to support the business needs of the college. Consultation should take place as appropriate through the local JNC machinery.

The transfer to permanency after two years will be automatic in many cases, but colleges will have regard to posts which are time limited by the nature of funding or the nature of the cover arrangement. For example, where a post is established on a three year externally funded basis, the transfer to permanency after two years will not apply. Similarly, if an employee is appointed to cover for the absence of a permanent post holder on secondment (or any other purpose) for three years, the temporary appointee will not transfer to permanency after two years.

9. Periods of Notice

The minimum period of notice to terminate employment to be given to the college by a member of support staff shall be as follows:

- Temporary employee – 1 week
- Permanent employee with a salary level of £40,000 or less – 4 weeks
- Permanent employee with a salary in excess of £40,000 – 12 weeks

The minimum period of notice to terminate employment to be given by the college to support staff employed on a temporary basis shall be one week.

The minimum period of notice to terminate employment to be given by the college to support staff employed on a permanent basis shall be:

- 1 week for each year of continuous service where total service is less than 12 years with a minimum notice of 4 weeks
- 12 weeks where continuous service is 12 years or more.

10. Sickiness Allowance

Subject to satisfying conditions set out in local college procedures, entitlement to sickness allowance will depend on length of service as follows:

Service at Commencement of Absence from Duty	Full Allowance for a period of *	Half Allowance for a period of *
Less than 1 year	1 month/5 weeks	1 month/5 weeks
1 year but less than 2 years	2 months/9 weeks	2 months9/weeks
2 years but less than 3 years	4 months/18 weeks	4 months/18 weeks
3 years but less than 5 years	5 months/22 weeks	5 months/22 weeks
5 years or more	6 months/26 weeks	6 months/26 weeks

Note* – colleges may choose to apply sickness allowance in months or weeks according to existing arrangements.

11. Pension

The Local Government Pension Scheme (LGPS) provides a superannuation scheme for all support staff. Any changes to the pension will be communicated by the college or the LGPS.

12. Staffing Policies

The NJNC will oversee the development of and approval for a suite of National Staffing Policies for college employees.

National Staffing Policies will include, but not be limited to:

- Absence Management
- Family Friendly Policies (including Maternity, Paternity etc)
- Discipline and Grievance
- Flexible Working
- Professional Development.
- National Menopause Policy
- Annual Leave Policy
- Managing Workforce/Organisational Change Policy.

The National Staffing Policies list will continue to be updated following any agreements reached through negotiations.

Staffing policies approved by the NJNC may be supplemented by additional policies and procedures agreed locally. These would be to support the implementation of the nationally agreed policies and procedures, to ensure no detriment occurs where the local policy and procedure is more advantageous or where a local policy or procedure is referred to in the national policy or procedure for example resolution of disagreements.

In the event of any conflict between any local Staffing Policy at any college and any NJNC Circular, then any provision of the NJNC Circular shall take precedence

13. Equal Opportunities in Employment

The colleges affirm that all employees 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 dependents or employment status.

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

All Agreements between the employing college and recognised trade unions will be subject to an Equality Impact Assessment. Full details of Equality and Diversity Policies and Procedures are available from individual college Human Resources/Staffing departments.

9 March 2022