



# **Circular STS 05/18 – Support Staff Pay and Terms and Conditions Agreement 2018-20**

## **Technical Implementation Note**

### **1. Pay 1 April 2018 to 31 August 2020**

The detail of the Pay Award, in its entirety, is outlined in Appendix 1 attached to this Circular.

The Pay Award, for all three pay periods, will apply to those in post at 1 April 2018. Those who have left the sector between 1 April 2018 and the date of issue of this Circular, who have not received the Pay Award, will be required to write to their former college and request payment.

Staff who have left or agree to leave by the date of this agreement on a voluntary severance basis will have their settlements adjusted accordingly and the relevant pension scheme advised as appropriate.

The Pay Award will be applied on a non-consolidated basis, for all three pay periods, for staff on existing local pay protection arrangements as at 31 August 2018, unless current local arrangements provide for a more beneficial application. Where the application of the Pay Award to the substantive grade overtakes the protected salary, the employee will move to the revised scale point on the substantive grade. The employee will still receive the appropriate award but only the part relating to the substantive salary grade will be consolidated. Thereafter the individual will no longer be in receipt of pay protection.

Entrants to the sector after 1 April 2018 will be appointed to the revised salary scales and any backdating applied to their date of start as appropriate.

The Pay Award will be applied, each year, in the first instance, then any further uplift applied if required to ensure that staff are in receipt of the Living Wage as 1 April in the relevant pay years.

Colleges should aim to apply the Pay Award in the earliest possible pay period.

### **2. Terms and Conditions**

#### Annual Leave (Including Closure Days)

The additional days leave will be added to either the flexible or fixed element of leave entitlement as determined by individual colleges with effect from 1 September 2018.

Colleges will apply a minimum 12 closure days with effect from 1 September 2018.

For the implementation of this agreement only, figures should be rounded up to the nearest 0.5 FTE day, to be applied pro-rata to part-time staff.

Colleges are advised to locally adjust carry forward arrangements to ensure that no leave as a result of this agreement is lost. It is recommended that colleges allow for at least five days carry over of annual leave to be managed locally but with the aim of any carry over being used by 31 December in the leave year.

Current local leave entitlements, where they exceed 45, will remain in place. Local conditions in these colleges for 'long service' leave remain in place unless and until there is a further national agreement which supersedes this.

Changes to hours under applications for flexible working arrangements will not impact on personal protected leave (other than pro rata calculation where hours are reduced to part-time).

### Working Week and Working Day

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 and 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 JNC machinery.

The definition of Working Week and Working Day does not apply to existing staff specifically contracted to work out with these hours.

### Managing Workforce/Organisational Change

The Agreement includes a commitment to develop a Policy on Managing Workforce/Organisational Change. The policy will have a strong focus on training and development and applying best practice in terms of communication and employee engagement.

It has been agreed that collective best endeavours will be made by both sides to agree the policy by December 2018.

### National Allowances

- Unsocial Hours Working
- Standby
- Call-Out
- Shift Working
- Overtime
- Work on a Closure Day or Public Holiday
- First Aid

The new National Allowances will apply from 1 November 2018. Where the value of a new National Allowance is less than the value of a like for like current local contractual payment, cash conservation in respect of the allowance of four years will apply from 1 November 2018.

Many colleges do not currently apply some or all of these allowances. The introduction of these National Allowances is not intended to change the existing working practices. i.e. if a college does not currently operate any shift working arrangements, there is no requirement to pay a shift working allowance. Where alternating (or three) shift patterns exist, or are introduced by agreement through the local JNC machinery, then these national allowances apply.

Shift, and other allowances, will only be paid where there is a contractual agreement that the working arrangements warrant such payment.

Colleges who apply an 'all inclusive' salary to any role should not apply an additional National Allowance where that is already reflected in the salary level. This will be reviewed following the outcome of the National Job Evaluation Process. In the interim, colleges may need to check such existing arrangements to ensure that employees are not disadvantaged by this approach.

Colleges may have locally agreed separate and additional allowances which are not covered by the National Allowances. Such local contractual allowances will continue to apply.

New entrants, after 1 November 2018, will be contracted to the National Allowances and any existing additional local contractual allowances.

For the avoidance of doubt, these agreed National Allowances apply only to employees covered by Support Staff Terms and Conditions.

### Salary Conservation

All new salary conservation arrangements from 1 September 2018 will be subject to four years cash conservation. This means that staff on salary conservation from 1 September 2018 will not receive any pay awards or increments.

Colleges should consider exercising discretion to apply locally the four year cash conservation period to any residual support staff who are currently on pay protection arrangements which are less favourable than the National Agreement.

### Transfer to Permanency

The Agreement is that temporary staff 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.

### Modern Apprentices

All Modern Apprentices will be paid the Living Wage, as a minimum, applicable from 1 November 2018. Modern Apprentices paid at the rate of the Living Wage will have their pay levels determined by direct application of the Living Wage in accordance with increases notified by the Poverty Alliance/Living Wage Foundation as at 1 November each year. Modern Apprentices will not have their pay levels increased by application of nationally agreed pay awards unless they are specifically aligned to a local pay point which is in excess of the Living Wage. For example, where a college pays Modern Apprentices at the rate for the job, they should have the Pay Offer applied in the same way that substantive employees do.

## **3. Other Considerations**

The Agreement includes a commitment to define roles specifically for support staff which support teaching and learning. A specific working group will be established to take this work forward. In addition, joint work will continue with College Development Network to explore new national training programmes for support staff.

Training and development will play a key part in supporting employees who find themselves in salary conservation and/or different roles as a result of organisational change. Every effort will be made to provide support to employees to assist them, where appropriate, to develop into roles which will minimise the impact of potential salary loss. Such support will require mutual commitment with clear timescales and objectives.

#### **4. General**

The 2018/20 Award will apply in its entirety to colleges who are signatories to the National Recognition and Procedures Agreement (NRPA). For colleges who are not signatories to the NRPA, the recommendation from the NJNC is that college boards apply the changes.

#### **Clarification**

If any clarification is sought this should be directed to the joint secretaries, [john.gribben@collegesscotland.ac.uk](mailto:john.gribben@collegesscotland.ac.uk) or [john.gallacher@unison.co.uk](mailto:john.gallacher@unison.co.uk). A joint response will be provided to all points of clarification.

**24 October 2018**

## Support Staff Pay and Terms and Conditions Agreement 1<sup>st</sup> April 2018 to 31<sup>st</sup> August 2020

Pay	Pay and Terms and Conditions – 1 <sup>st</sup> April 2018 – 31 <sup>st</sup> August 2020
<p><b>Pay 2018/19</b></p>	<p>3% on salary points &lt; or equal to £36,500                      2% on salary points &gt; £36,500                      Minimum payment of £650 (FTE)                      Maximum payment of £1600 (FTE) for those earning £80k or more and within scope of the NRPA.</p> <p>All the above payments are consolidated and payable from 1<sup>st</sup> April 2018.</p> <p>The above award will be made on an unconsolidated basis to those employees currently in receipt of local salary conservation arrangements unless the local arrangements are more beneficial.</p> <p>This arrangement will apply to employees in receipt of local salary conservation arrangements as at 31<sup>st</sup> August 2018.</p> <p>The arrangement in respect of employees on current local salary conservation is only being offered on the basis that all other elements of the package are agreed.</p> <p>The Pay Award will be applied in the first instance, then any further uplift applied, if required, in order to ensure staff are in receipt of the Living Wage as at 1<sup>st</sup> April 2018.</p>
<p><b>Pay 2019/20</b></p>	<p>3% on salary points &lt; or equal to £36,500                      2% on salary points &gt;£36,500                      Minimum payment of £650 (FTE)                      Maximum payment of £1600 (FTE) for those earning £80k or more and within scope of the NRPA.</p> <p>All of the above payments are consolidated and payable from 1<sup>st</sup> April 2019.</p> <p>The above award will be made on an unconsolidated basis to those employees currently in receipt of local salary conservation arrangements unless the local arrangements are more beneficial.</p> <p>This arrangement will apply to employees in receipt of local salary conservation arrangements as at 31<sup>st</sup> August 2018.</p> <p>The arrangement in respect of employees on current local salary conservation is only being offered on the basis that all other elements of the package are agreed.</p> <p>The Pay Award will be applied in the first instance, then any further uplift applied if required in order to ensure staff are in receipt of the Living Wage as at 1<sup>st</sup> April 2019.</p>

<p><b>Change of Pay Settlement Date to 1<sup>st</sup> September 2020</b></p>	<p>£300 (FTE) or 5/12th of 2018 Public Sector Pay Policy whichever is the greater, on all salary points – paid from 1<sup>st</sup> April 2020</p> <p>The above payment is consolidated.</p> <p>The 5/12<sup>th</sup> payment will be calculated on the basis of:  5/12ths of 3% on salary points &lt; or equal to £36,500  5/12ths of 2% on salary points &gt; £36,500  Maximum payment of 5/12ths of £1600 (FTE) for those earning £80k or more and within scope of the NRPA</p> <p>The above award will be made on an unconsolidated basis to those employees currently in receipt of local salary conservation arrangements unless the local arrangements are more beneficial.</p> <p>This arrangement will apply to employees in receipt of local salary conservation arrangements as at 31<sup>st</sup> August 2018.</p> <p>The arrangement in respect of employees on current local salary conservation is only being offered on the basis that all other elements of the package are agreed.</p> <p>The Pay Award will be applied in the first instance, then any further uplift applied if required in order to ensure staff are in receipt of the Living Wage as at 1<sup>st</sup> April 2020.</p>
<p><b>Pay and Rewards Strategy</b></p>	<p>The employers are committed to a fair and equitable pay and rewards package, inclusive of terms and conditions of service.</p> <p>This commitment is underpinned by the core principle that workforce changes are designed not to disadvantage, but rather the joint aspiration is to improve conditions overall.</p> <p>The employers will ensure that all reasonable and practical steps will be taken to ensure employees whose salaries are affected detrimentally as a result of organizational/workforce change are supported through the transition stage to minimize and mitigate any financial detriment.</p> <p>The employers' genuine intention is to mitigate the effects of salary and job changes through retraining and staff development.</p>

<b>Conditions of Service</b>	
<b>Annual Leave</b>	<p>45 days inclusive of all public, fixed and closure days. The additional day will be either flexible or fixed as determined by individual colleges.</p> <p>The additional day is to be applied from 1<sup>st</sup> September 2018. The employers are clear that this will be an employers' final position on annual leave recognising that the trade unions reserve the right to revisit.</p>
<b>Working Week and Working Day</b>	<p>The full time working week for support staff will be 35 hours per week normally worked between Monday and Friday. The working day for support staff will normally be between <b>0800 and 1800</b>. This definition has no impact or relation to the core terms and conditions relating to pay, working hours and allowances. Qualification and criteria for allowances are as specified overleaf. This definition also does not apply to existing staff specifically contracted to work out with these hours.</p>
<b>Managing Workforce/Organisational Change Policy</b>	<p>Committed to developing a policy, not procedure. The policy will contain a strong and firm focus on retraining.</p> <p>Collective best endeavours will be made to agree the policy by December 2018</p>
<b>Unsocial Hours Working</b>	<p>Time and One Third for all standard hours worked between <b>2100</b> and <b>0600</b> and on Sunday (midnight to midnight). Not paid if any other enhanced rate applies (e.g shift/overtime). This allowance will apply from 1 November 2018.</p>
<b>Standby</b>	<p>£100 per week for participation in a recognised locally agreed standby rota. This allowance will apply from 1<sup>st</sup> November 2018.</p>
<b>Call-Out</b>	<p>Minimum 2 hours payment. Travel time included. <b>On Standby:</b> 1.5x for hours on-call <b>Not On Standby:</b> 2x for hours on-call. Reasonable expenses may be claimed in conjunction with any Call-Out This allowance will apply from 1<sup>st</sup> November 2018.</p>
<b>Shift Working</b>	<p>14% for two alternating shift system &gt; 14 hours 20% for three shift system including night shift. Shift Patterns to be locally determined This allowance will apply from 1<sup>st</sup> November 2018</p>

<b>Overtime</b>	<p>Plain time for all hours up to and including 35.  1.5x for all hours above 35 other than on a Sunday (midnight to midnight).  2x for all hours on Sunday.  No overtime is payable for those earning more than £40,000  This allowance will apply from 1<sup>st</sup> November 2018.</p>
<b>Work on a Closure or Public Holiday</b>	<p>If required to work on a local closure/public holiday payment will be double time for all hours worked (normal hours or overtime). In addition, the member of staff is entitled to time off with pay at a later date as follows:  -less than 3.5 hours this will equate to a half day off;  -more than 3.5 hours this will be a full day off.  This allowance will apply from 1<sup>st</sup> November 2018.</p>
<b>Closure Day/Public Holiday (for enhanced rates)</b>	<p>There will be a minimum of 12 local closure days.  This will apply from 1<sup>st</sup> November 2018.</p>
<b>Salary Conservation</b>	<p>4 years cash conservation.  Date of application 1<sup>st</sup> September 2018, for all new salary conservation situations, including the outcome of job evaluation.</p> <p>Any new salary conservation arrangements from 1<sup>st</sup> September 2018 will not have national pay awards applied nor will there be incremental progression.</p>
<b>First Aid Rate</b>	<p>£500 per annum payable from individuals next renewal date or commencement of duties. No cost of living allowance applied automatically.  This allowance will apply from 1<sup>st</sup> November 2018.</p>
<b>Transfer to Permanency</b>	<p>Two years.  Where posts are subject to time limited, specific external or project-based funding, or where staff are covering for maternity or sickness absence, the transfer to permanency will not apply.</p> <p>Where appropriate after 1 year, contracts will be reviewed to assess permanency as appropriate to support the business needs of the organisation.</p>
<b>Modern Apprentices</b>	<p>Modern Apprentices will be paid the Living Wage, as a minimum, applicable from 1 November 2018 and thereafter annually in accordance with increases notified by the Living Wage Foundation.</p>

## Other Considerations

<b>Workforce/Organisational Change</b>	<p>Commitment to develop and agree a Managing Workforce/Organisational Change Policy. This will include a commitment to staff development and retraining to mitigate the impact of any salary detriment.</p> <p>Collective best endeavours will be made to agree the policy by December 2018.</p>
<b>Employee Development</b>	A commitment to define roles specifically for support staff which support teaching and learning. This will be considered within a joint forum for partnership working.
<b>Current Local Inclusive salaries</b>	For those in receipt of an 'inclusive salary' having had previous allowance payments included in base pay in recompense, no relevant additional allowance will apply subject to the outcomes of the implementation of the National Job Evaluation scheme from 1 <sup>st</sup> September 2018.
<b>Support Staff Training</b>	Employers and trade unions to work together with CDN to explore new national training programmes for support staff.
<b>Data Validation</b>	The offer is subject to data validation by SFC.
<b>Ratification</b>	The offer is subject to ratification by both sides.
<b>Equality Impact Assessment</b>	The final agreement will be subject to the conduct of an Equality Impact Assessment.

19 October 2018