



## **National Joint Negotiating Committee Circular 03/19**

### **Terms and Conditions**

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

This Circular implements the May 2019 NJNC Agreement (Terms and Conditions) attached as **Annex 1**. The National Working Practices Agreement ('NWPA') is an agreed output of the NJNC and is referred to in the May 2019 NJNC Agreement (Terms and Conditions) as **Appendix 1** to the Annex. The NWPA incorporates all previous relevant Circulars relating to the May 2017 and November 2017 NJNC Agreements.

The NWPA will apply from 1<sup>st</sup> August 2019, with the exception of those national terms already agreed and applied.

Agreement on the NWPA 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 NWPA or other National Agreement.

### **Working Hours Per Week and Working Arrangements**

In respect of Section 2 – Working Hours Per Week and Working Arrangements of the NWPA, the college will be the normal venue for working hours. A lecturer may work outwith the college up to a maximum of seven hours per week, offered as a minimum half day block. The timing of such arrangements would be determined by the line manager in consultation with the lecturer, taking cognisance of the exigencies of the service. All working hours spent outwith college must be spent on appropriate college activities.

When a lecturer requests the timing of up to 7 hours per week off-site working, the line manager will determine whether to agree the request. Line managers are required to act reasonably when considering such requests, but they are entitled to refuse if the exigencies of the college dictate.

### **Professional Registration/Development**

Section 13 of the NWPA deals with Professional Registration/Development of college lecturers. It states:

'The role of qualified, experienced professional lecturing staff is central to teaching and learning. While attainment and retention are impacted by a complex range of personal, socioeconomic and cultural factors, a high-quality learning and teaching experience is central to raising attainment and learner success.

To this end, and in line with lecturer Professional Update, Professional Standards for Lecturers, GTCS Registration and agreed College procedures, lecturers will participate in Staff Development Reviews/Professional Review and Development processes, observation of learning, reflective practice, and professional learning.'

The above reference to observation of learning includes observation in a classroom or other learning environment as determined by local college procedures.

## Scope

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

If any clarification is sought, this should be directed to the Joint Secretaries, [heatherstevenson@collegesscotland.ac.uk](mailto:heatherstevenson@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

Heather Stevenson

June 2019

## **National Joint Negotiating Committee (NJNC) Agreement on Terms and Conditions – 29<sup>th</sup> May 2019**

The NJNC – Side Table Lecturers agreed the National Working Practices Agreement (NWPA) and the four points below are a National Collective Agreement of the NJNC. The NWPA is attached as **Appendix 1**.

- The NWPA will apply from 1<sup>st</sup> August 2019 with the exception of those national terms already agreed and applied.
- Agreement on this document will bring an end to any local contractual or collective agreements on the areas covered, including those applied under TUPE, unless otherwise specified in the NWPA or other National Agreement.
- In respect of Working Hours Per Week and Working Arrangements, the college will be the normal venue for working hours. When a lecturer requests the timing of up to 7 hours per week off-site working, the line manager will determine whether to agree the request. Line managers are required to act reasonably when considering such requests, but they are entitled to refuse if the exigencies of the college dictate.
- The wording on Professional Registration/Development includes observation of learning in a classroom or other learning environment as determined by local college procedures.

All of the above will be covered in NJNC Circular 03/19 (Terms and Conditions).



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

# NATIONAL WORKING PRACTICES AGREEMENT

## Staff Terms and Conditions (Lecturing)

1<sup>st</sup> August 2019

## Introduction

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. The EIS is the recognised trade union by colleges for lecturing staff, for national bargaining at the NJNC and at colleges for the purposes of local bargaining. 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 Working Practices Agreement – Staff Terms and Conditions (Lecturing) ('the NWPA') applies to the lecturing staff of all the Scottish colleges that have signed the NRPA.

Any dispute over the interpretation of any aspect of the NWPA should be referred to the NJNC Joint Secretaries for resolution. A joint response will be issued to all points of clarification. If no agreement can be reached by the NJNC Joint Secretaries, then the matter will be referred to the NJNC Side Table (Lecturing Staff) for resolution.

Jointly agreed Circulars are referenced within the document and hyperlinks to these are provided.

Until such times as contractual terms and conditions of employment referred to above under the NRPA have been agreed and incorporated in the NWPA (Lecturing), National Collective Agreements and Circulars, local terms and conditions will remain extant.

## Equality in Employment

The colleges affirm that all 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 dependents or employment status.

Colleges are committed to ensuring that equal pay underpins all aspects of pay and reward for the purposes of National Bargaining and the National Pay Scale (NPS) for unpromoted lecturing staff and the NPS fixed points for promoted lecturing staff provide the mechanism of delivering equal pay for lecturing staff.

To ensure equal pay within colleges, the following principles will be applied in individual colleges:

- All pay and associated terms and conditions must deliver equal pay for work of equal value
- All pay scales and points must be set in a way that is transparent and consistent with relevant equal pay legislation
- Supporting the achievement of equal pay for work of equal value, the application of national pay scales and terms and conditions to all lecturing staff will be consistent and fair.

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

All Agreements between the employing college and the EIS 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

## **1. Pay**

There are five scale points on the NPS which applies to unpromoted lecturing staff and three fixed points on the NSP for promoted lecturing staff.

The values of the NPS points will be reviewed through the NJNC, with any increase effective from 1 September each year.

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

The salary receivable by a lecturer 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.

## **2. Working Hours Per Week and Working Arrangements**

All lecturing staff will be expected to work such hours as are reasonably necessary for the proper performance of duties and responsibilities, within a working week of 35 hours, full time equivalent exclusive of a lunch break and inclusive of morning and afternoon breaks to be determined locally.

The NJNC seeks to develop a flexible, modern college workforce to deliver the educational ambitions of the Scottish Further Education sector.

The college will be the normal venue for working hours. A lecturer may work outwith the college up to a maximum of seven hours per week, offered as a minimum half day block. The timing of such arrangements would be determined by the line manager in consultation with the lecturer, taking cognisance of the exigencies of the service. All working hours spent outwith college must be spent on appropriate college activities.

The college will ensure that duties are allocated to members of staff commensurate to the grade of the post and the contractual working hours.

The length of college sessions and academic year will be determined locally and college timetables determined in line with such arrangements. Teaching should be timetabled during the day whenever possible; where there is an operational requirement for an evening class then evening work will be allocated equitably, taking cognisance of individual circumstances, contractual arrangements and local collective agreements. No lecturer will be compelled to work for the morning, afternoon and evening in the same day nor work more than two evenings per week.

The college will ensure that every lecturer has at least one half day with no class contact to provide a continuous period for additional professional duties, i.e. preparation, curriculum development, marking or professional development.

## **3. Continuous Service**

For statutory employment rights the period of continuous service dates from the date of commencement of employment with the college.

For the purposes of calculating entitlement to redundancy payment, sickness allowance and notice periods, the period of continuous service dates from the start of continuous service with any college or other employer referred to under the Redundancy Payments (Continuity of Employment in Local Government etc) (Modification Order) 1999 as amended from time to time unless there is a break of service of four weeks or more.

For fixed term contract holders any natural period of time between teaching assignments shall not be deemed a break in service. Any agreed secondment or agreed period of unpaid leave will not be considered a break in service. Where an employee has been in receipt of a severance/redundancy payment, this will constitute a break in service for the purposes of further redundancy rights.

#### 4. Letter of Appointment

All staff will be issued with a letter of appointment and a statement of the terms and conditions of employment, including National Collective Agreements made in terms of the NRPA, in compliance with current employment legislation and statutory requirements. This will include reference to the effective date of commencement of employment, the relevant period of continuous service and a specific work location for those colleges with more than one campus.

The letter of appointment will also state that lecturing staff's national conditions may only be changed by agreement at the NJNC and that any variation will be notified by NJNC Circular.

#### 5. Class Contact Hours

The level and definition of Class Contact Hours for unpromoted and promoted lecturing staff is set out in the [November 2017 NJNC Agreement](#) and [NJNC Circular 01/18](#).

#### 6. Annual Leave

Annual leave provisions applicable to both unpromoted and promoted lecturing staff are set out in the [November 2017 NJNC Agreement](#) and [NJNC Circular 01/18](#).

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

Lecturer												
Completed months of service	1	2	3	4	5	6	7	8	9	10	11	12
Leave entitlement in days – Unpromoted and Level 1 Promoted	5	10	16	21	26	31	36	42	46	52	57	62
Level 2 Promoted	5	10	15	20	25	30	35	40	45	50	55	60
Level 3 Promoted	5	9	14	19	23	27	32	37	41	45	50	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<sup>th</sup> February to 14<sup>th</sup> March inclusive).

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.

The leave year shall commence on 1<sup>st</sup> September and leave entitlements shall not normally be carried over from one leave year to the next. A lecturer leaving employment for reasons other than dismissal for misconduct shall be granted the balance of accrued holiday entitlement as shown above before the date of termination unless, at the requirement of the college 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 full day of unused accrued leave.

Where a lecturer 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.

#### 7. Salary Conservation

Salary Conservation provisions are set out in the [November 2017 NJNC Agreement](#) and [NJNC Circular 01/18](#)



## 8. Transfer to Permanency

The rules governing transfer to permanence are contained in the [November 2017 NJNC Agreement](#) and [NJNC Circulars 01/18](#) and [NJNC Circular 04/18](#).

## 9. Periods of Notice

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

- Temporary staff, all groups – 1 week
- Permanent Unpromoted lecturing staff – 4 weeks
- Permanent Level 1 Promoted Lecturing staff – 4 weeks
- Permanent Level 2 Promoted Lecturing staff – 8 weeks
- Permanent Level 3 Promoted Lecturing staff – 12 weeks

The minimum period of notice to terminate employment to be given by the college to both unpromoted and promoted lecturing 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 lecturing 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. Sickness Allowance

Subject to satisfying conditions set out in local college sickness procedures, 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>	1 month/5 weeks	1 month/5 weeks
<b>1 year but less than 2 years</b>	2 months/9 weeks	2 months/9 weeks
<b>2 years but less than 3 years</b>	4 months/18 weeks	4 months/18 weeks
<b>3 years but less than 5 years</b>	5 months/22 weeks	5 months/22 weeks
<b>5 years or more</b>	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. Acting Appointments

Where a lecturer is formally appointed, on a temporary basis, to carry out the duties of a promoted lecturer, they will be paid in accordance with the salary for the appropriate level of post. The appropriate remuneration will be paid from the effective date of the appointment and will revert to the substantive salary when the acting appointment ends.

There is no entitlement to the increased salary until the acting appointment has been held for 20 working days. Once entitled to receive the increased salary, 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 six months, the 20 day waiting period will again apply.

Where an acting appointment has been in place for a continuous period of two years and is anticipated to continue, the arrangement should be reviewed and the provisions of [Circular 04/18](#) applied.

## **12. Unpromoted Lecturing Staff Salary Placement and Progression**

These arrangements are set out in [NJNC Circular 03/18](#) and [NJNC Circular 01/19](#).

## **13. Professional Registration/Development**

Lecturing staff will require professional registration with the General Teaching Council (Scotland) (GTCS) as per the agreement. [Circular 03/18](#). Professional registration is a mark of teaching professionalism and will raise the status and standing of lecturer professionalism in colleges.

The role of qualified, experienced professional lecturing staff is central to teaching and learning. While attainment and retention are impacted by a complex range of personal, socioeconomic and cultural factors, a high-quality learning and teaching experience is central to raising attainment and learner success.

To this end, and in line with lecturer Professional Update, Professional Standards for Lecturers, GTCS Registration and agreed College procedures, lecturers will participate in Staff Development Reviews/Professional Review and Development processes, observation of learning, reflective practice, and professional learning.

## **14. Trade Union Duties**

The NJNC Trade Union Facilities Time Agreement specifies the amount of time off with pay (including remission) provided for trade union representatives carrying out duties associated with National Bargaining. The college shall be responsible for the appropriate teaching cover.

Colleges will establish local agreements to cover the amount of time with pay (including remission) that will be provided for trade union representatives carrying out duties associated with local bargaining and representation. The college shall be responsible for the appropriate teaching cover.

## **15. Pension**

The Scottish Public Pensions Agency (SPPA) provides a superannuation scheme for all lecturing staff. Any changes to your pension will be communicated to you by the college or the Scottish Teachers Pension Scheme (STPS).

## **16. Staffing Policies**

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

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

- Absence Management
- Family Friendly Policies (including Maternity, Paternity, Special Leave etc)
- Discipline and Grievance
- Flexible Working
- Professional Development.

Staffing policies approved by the NJNC may be supplemented by other policies and procedures agreed locally.

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.