

# STAFF IN SIXTH FORM COLLEGES

## TEACHING STAFF

### CONDITIONS OF SERVICE HANDBOOK

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## CONTENTS PAGE

| Section                                      | Paragraph(s)   | Page(s)    |
|--|----------------|------------|
| <b>PREAMBLE</b>                              |                | <b>5</b>   |
| <b><u>Section One: Salary Provisions</u></b> |                |            |
| Pay Scales                                   | <b>1</b>       | <b>6</b>   |
| Pay Reviews                                  | <b>2-5</b>     | <b>6</b>   |
| Pay Spine for Sixth Form College Teachers    | <b>6-9</b>     | <b>6</b>   |
| Responsibility Allowances                    | <b>10-12</b>   | <b>7</b>   |
| Leadership Spine                             | <b>13-15</b>   | <b>7</b>   |
| Mentoring & Support                          | <b>16-21</b>   | <b>7-8</b> |
| Part-time Teachers Salaries                  | <b>22</b>      | <b>8</b>   |
| Individual Appeals Against Pay Decisions     | <b>23</b>      | <b>8</b>   |
| Payment for Additional Days                  | <b>24</b>      | <b>8</b>   |
| London and Fringe Area Allowance             | <b>25a-25c</b> | <b>9</b>   |
| <b><u>Section Two : Working Time</u></b>     |                |            |
| Standard Working Time                        | <b>26</b>      | <b>10</b>  |
| Working Time Leadership                      | <b>27</b>      | <b>10</b>  |
| Part Time Teachers Working Time              | <b>28</b>      | <b>10</b>  |
| Evening Teaching                             | <b>29</b>      | <b>10</b>  |
| Undirected Time                              | <b>30</b>      | <b>10</b>  |
| Travelling Time                              | <b>31</b>      | <b>10</b>  |
| Reasonable Break                             | <b>32</b>      | <b>11</b>  |
| The College Year                             | <b>33</b>      | <b>11</b>  |
| Sundays, Bank and Public Holidays            | <b>34</b>      | <b>11</b>  |
| Additional Days                              | <b>35</b>      | <b>11</b>  |
| Special Leave                                | <b>36</b>      | <b>11</b>  |
| Leave in Relation to Examinations            | <b>37</b>      | <b>11</b>  |
| Leave for Jury Service                       | <b>38</b>      | <b>11</b>  |
| Joint Guidance on Work-Life Balance          | <b>39</b>      | <b>12</b>  |
| Reducing the Bureaucratic Burden on Teachers | <b>40</b>      | <b>12</b>  |
| <b><u>Section Three: Appointment</u></b>     |                |            |
| Duties                                       | <b>41</b>      | <b>13</b>  |
| Introductory Period                          | <b>42</b>      | <b>13</b>  |
| Induction                                    | <b>43</b>      | <b>13</b>  |

|                      |       |    |
|----------------------|-------|----|
| Unqualified Teachers | 44    | 13 |
| Period of Notice     | 45    | 13 |
| Equal Opportunities  | 46-47 | 14 |
| Continuous Service   | 48-49 | 14 |
| Place of Work        | 50    | 14 |

#### **Section Four: Travel and Subsistence**

|                                   |    |    |
|-----------------------------------|----|----|
| Travel Expenses                   | 51 | 14 |
| Subsistence Allowance             | 52 | 14 |
| Car Allowances                    | 53 | 14 |
| Additional Travelling Expenditure | 54 | 14 |

#### **Section Five: Miscellaneous**

|  |       |    |
|--|-------|----|
| Conduct  | 55-58 | 15 |
| Copyright and Intellectual Property Rights     | 59    | 15 |
| Additional Employment                          | 60    | 16 |
| Health, Safety and Welfare                     | 61    | 16 |
| Joint Machinery                                | 62    | 16 |
| Assaults on Teachers                           | 63-65 | 16 |
| Scale of Compensation                          | 66    | 17 |
| Compensation for Victims of Crimes of Violence | 67-68 | 17 |
| Loss or Damage to Personal Property            | 69    | 18 |
| Data Protection                                | 70    | 18 |

#### **Section Six: Sickness Leave and Maternity, Paternity and Shared Parental Leave**

|   |       |       |
|---|-------|-------|
| Sick Leave and Pay                          | 71-72 | 19    |
| Sick Pay                                    | 73    | 19    |
| Sick Leave Year                             | 74    | 19    |
| Calculation of Allowance – Full Pay         | 75    | 19    |
| Calculation of Allowance – Half Pay         | 76-78 | 20    |
| Termination of Employment During Sick Leave | 79    | 20    |
| College Holiday Closure etc.                | 80-83 | 20-21 |
| Conditions                                  | 84-85 | 21    |
| Absence Arising from Accidents at Work      | 86-87 | 21    |
| Contact with Infectious Diseases            | 88-90 | 21    |
| Absences Caused by Negligence               | 91-93 | 21-22 |
| Maternity & Paternity Entitlement           | 94    | 23    |

|                                |    |    |
|--------------------------------|----|----|
| Ordinary Paternity Entitlement | 95 | 23 |
| Shared Parental Leave          | 96 | 23 |

**Section Seven: Retirement**

|            |    |    |
|------------|----|----|
| Retirement | 97 | 24 |
|------------|----|----|

**APPENDICES**

|                    |   |
|--------------------|---|
| <b>Appendix 1</b>  | <b>Recognition and Procedures Agreement</b>                           |
| <b>Appendix 2</b>  | <b>Salary Structure for Teaching Staff</b>                            |
| <b>Appendix 3</b>  | <b>Individual Appeals Against Pay</b>                                 |
| <b>Appendix 4</b>  | <b>Professional Duties</b>  |
| <b>Appendix 5</b>  | <b>Teachers' Maternity Pay &amp; Leave Scheme</b>                     |
| <b>Appendix 6</b>  | <b>Joint Guidance on Work-Life Balance</b>                            |
| <b>Appendix 7</b>  | <b>Joint Guidance on Pay Progression</b>                              |
| <b>Appendix 8</b>  | <b>Appraisal Guidance &amp; Checklist</b>                             |
| <b>Appendix 9</b>  | <b>Joint Guidance on Workload and Working Time for Teaching Staff</b> |
| <b>Appendix 10</b> | <b>Joint Guidance on Part-time Teachers' Pay and Working Time.</b>    |

## **Staff in Sixth Form Colleges – Teaching Staff: Conditions of Service Handbook**

### **PREAMBLE**

This handbook sets out all the issues that have been agreed in the Committee for Teaching Staff, being a Committee of the National Joint Council for Staff in Sixth Form Colleges.

A copy of the National Recognition and Procedure Agreement and Constitution is attached as Appendix 1. Both sides to that agreement share, as their guiding principle, the need to ensure an environment which seeks to provide education of the highest quality.

They endorse the following objectives:

- Harmonious working relationships
- Good industrial relations and fair treatment of staff
- Commitment to equality of opportunity
- Commitment to quality
- Avoidance of disputes
- The ability for colleges to compete in the market place
- The ability for colleges to be managed flexibly in response to local needs and efficient use of agency funding

It was with all these objectives in mind that the committee for Teaching Staff agreed both the conditions of service covered by this handbook and the model contract for full-time teaching staff.

In addition, the Committee for Teaching Staff agreed both the pay, progression and appraisal framework and the Teaching Standards for teachers in Sixth Form Colleges.

Some agreed points of good practice in local industrial relations are set out in the separate document, the Joint Commentary.

It is hoped that with all these documents, colleges and their staff will have sufficient information on the major issues covered in relation to pay and conditions of service for Teaching Staff. Colleges are recommended to adopt them. The committee will review these documents from time to time and colleges will be informed of any recommended alterations.

## **SECTION ONE: SALARY PROVISIONS**

### **Pay Scales**

1. Attached at Appendix 2 are the current nationally agreed pay scales for teaching staff.

### **Pay Reviews**

2. A teacher's position on the pay scales will be reviewed on an annual basis.
3. Pay progression reviews should be carried out in accordance with the provisions of the NJC's agreed guidance on pay progression set out in Appendix 7. College Appraisers will conduct reviews taking account of the joint guidance and checklist on appraisal policies set out in Appendix 8.
4. Pay progression on the Pay Spine, the Leadership Spine and on any Responsibility Allowance range following the annual review will, if approved, be effective from 1<sup>st</sup> September. Payment will be retrospective if the appraisal process extends beyond the 1<sup>st</sup> of September.
5. The teacher's position on the pay scales may be reviewed at other times of the year where circumstances warrant e.g. changes in responsibilities.

### **Pay Spine for Sixth Form College Teachers**

6. At the time of appointment, qualifications and teaching experience will be taken into account in determining starting pay on the Pay Spine. Other relevant experience and problems of recruitment and retention may also be taken into account at the college's discretion.
7. The determination of the factors to be used and the number of points to be assigned to any one factor are all matters for local determination in each college. Where any additional points are awarded to the teacher on a temporary basis, this should be specified accordingly in each case.
8. Pay progression on the Pay Spine for Sixth Form College teachers, once awarded, will be a contractual entitlement for as long as a teacher stays in employment at that College. Teachers moving between Sixth Form Colleges should normally be paid at least at the same spine point as in their previous post. Teachers moving to Sixth Form Colleges from maintained schools who were previously paid on the Upper Pay Scale or Upper Pay Range for schools should normally be paid at a minimum of point 7 of the Pay Spine. Sixth Form College teachers who move to schools and to other Sixth Form Colleges would normally expect to receive pay, at least, at the level at which they transfer. However colleges and schools can negotiate a salary appropriate to the new post which may be different to the point of the scale at which the teacher transfers.
9. Teachers who have not reached the maximum (point 9) of the Pay Spine will be entitled to be considered annually for pay progression on the spine.

## **Responsibility Allowances**

10. Teachers with additional responsibilities for leading or managing teaching and learning may be awarded a Responsibility allowance in addition to their Pay Spine salary. The minimum and maximum values of Responsibility allowances are set out in Appendix 2.
11. The value of the allowance should be appropriate to the level of responsibility set out in the job description. Allowances may be set at a specified single amount or as an individual allowance range. Where RAs take the form of a range, the length of the range should reflect the teacher's acquisition of skills and experience in post but should normally be no longer than five points. Colleges may extend or enhance ranges beyond this at their discretion in order additionally to reward excellence or outstanding performance.
12. Where RAs take the form of a range, teachers who have not reached the maximum of that range will be entitled to be considered annually for progression. This assessment will be separate from any assessment for progression on the Pay Spine (see the joint guidance on pay progression set out in Appendix 7).

## **Leadership Spine**

13. Teachers with leadership responsibilities should be paid on the 27 point Leadership Spine. The current Leadership Spine is set out in Appendix 2.
14. Leadership Spine teachers should be paid on an individual pay range appropriate to the level of responsibility set out in the job description. The length of the range should reflect the teacher's acquisition of skills and experience in post and should also provide an incentive to work to achieve higher standards of performance. For post holders below Assistant Principal, ranges should normally be no longer than five points. Colleges may extend or enhance ranges beyond this at their discretion in order additionally to reward excellence or outstanding performance.
15. Teachers who have not reached the maximum of their individual allowance range will be entitled to be considered annually for progression on that range.

## **Mentoring and Support**

16. Paragraph 10a of Appendix 4 of this Handbook 'Professional Duties' states: 'Contributing to the selection for appointment and professional development of other teachers and support staff, including the induction and assessment of new and probationary teachers.'
17. Although this is therefore a basic requirement for all teaching posts, obviously the extent of that basic requirement will vary according to the nature of the particular teaching post.
18. Some experienced and successful teachers undertake a greater role in college in relation to the mentoring and support of NQT's, other teachers and/or CPD and pedagogic leadership duties more generally. Such work should be recognised in the overall salary for the job.

19. For some teachers, this will be part of the responsibilities attaching to a management post and will be recognised in the overall salary for the job, either through the Responsibility Allowance or Leadership Spine range for that teacher.
20. For others, it may be work allocated on an individual basis to teachers with the necessary expertise who do not necessarily hold leadership posts but who themselves perform in the classroom at the highest levels.
21. If such teachers do undertake a significant amount of additional duties, then this should be recognised as a responsibility allowance together with appropriate remission.

### **Part Time Teachers' Salaries**

22. The teacher's position on the relevant pay scale including allowances should be determined in the same way as if the teacher was employed on a full time basis; and the teacher should receive a proportion of the full time pay rate corresponding to the proportion of teaching time for which they are employed compared to a full time teacher in the same or a similar post. The teacher's pay progression should be determined on the same basis as for full time teachers.

### **Individual Appeals against Pay Decisions**

23. Teachers may appeal against decisions in respect of pay on appointment, pay progression or grading in accordance with the provisions relating to the consideration of such appeals set out in Appendix 3.

### **Payment for Additional Days**

24. Where additional days are being worked by a teacher beyond those specified in their contract of employment, these days should be compensated for additionally either through:
  - For those with RA's and those on the leadership spine, additional points on the range can be specified to compensate for the additional duties.
  - An additional daily payment at a daily rate of 1/195th of the rate for the job
  - Time off in lieu.

NB: Where an additional daily payment is being made, this should be at the daily rate of 1/195th of the salary appropriate for the work being undertaken which is not necessarily the salary level applying for the rest of the particular teacher's duties.



## **London and Fringe Area Allowance**

25. Teachers serving in the London area shall receive London Area allowances, the current rates of which are set out in Appendix 2.

a) Inner Area

The Inner Area allowance will be paid to all teachers in colleges within the following London Boroughs;

|                      |             |
|----------------------|-------------|
| Barking and Dagenham | Brent       |
| Camden               | Ealing      |
| Greenwich            | Hackney     |
| Hammersmith & Fulham | Haringey    |
| Kensington & Chelsea | Islington   |
| Lewisham             | Lambeth     |
| Newham               | Merton      |
| Tower Hamlets        | Southwark   |
| Wandsworth           | Westminster |

b) Outer Area

The Outer Area allowance will be paid to all teachers in colleges within the areas of the following London Boroughs;

|                   |                                      |
|-------------------|--------------------------------------|
| Barnet, Bexley    | Bromley, Croydon                     |
| Enfield           | Harrow                               |
| Havering          | Hillingdon                           |
| Hounslow          | Kingston-Upon-Thames                 |
| Redbridge, Sutton | Richmond-upon-Thames, Waltham Forest |

c) Fringe Area

The Fringe Area Allowance will be paid to all teachers in colleges within the areas of the following Districts and unitary authorities:

- in Berkshire: Bracknell Forest, Slough and Windsor and Maidenhead;
- in Buckinghamshire: South Buckinghamshire and Chiltern;
- in Essex: Basildon, Brentwood, Epping Forest, Harlow and Thurrock;
- in Hertfordshire: Broxbourne, Dacorum, Hertsmere, St Albans City, Three Rivers, Watford and Welwyn Hatfield;
- in Kent: Dartford and Sevenoaks;
- in Surrey: the whole County; and
- in West Sussex: Crawley.

## **SECTION TWO: WORKING TIME**

### **Standard Working Time**

26. Subject to the provisions in the other paragraphs of this section, a teacher may be required to work for 195 days in any year of which 190 will be days on which the teacher may be required to teach in addition to carrying out other duties. Within this 195 days, up to 1265 hours a year will be allocated reasonably by the Principal. The balance between teaching and non-teaching duties and the length of the teaching day are all subject to the reasonable direction of the Principal.

### **Working Time Leadership**

27. Teachers on the Leadership spine will be required to work in accordance with the standard working time requirements set out in paragraph 26 and any other additional working time requirements set out in their contract of employment. Such additional working time should be taken into account when determining the pay range for the post. Colleges can, by negotiation, agree other variances to standard working time for such teachers.

### **Part Time Teachers Working Time**

28. Part time teachers will be required to be available for work for the percentage that their contract states they work relative to full time.

### **Evening Teaching**

29. As part of the 1265 hours teachers may be required to teach for up to 6 hours over two evenings per week. Any teaching in the evening beyond this level would be undertaken only on a voluntary basis. Such evening work would include any teaching after the end of the normal college teaching day. Volunteers should be used whenever possible for evening work. It is important to take equal opportunities considerations into account and for reasonable notice to be given of the introduction of such working arrangements. The timetable should, whenever possible, be structured to avoid disjointed teaching sessions for any teacher and to provide for a compensatory adjustment to an individual teacher's timetable.

### **Undirected Time**

30. In addition to the requirements in paragraph 26 and 29 above, a teacher will work such reasonable additional hours as may be needed to enable them to discharge their duties effectively including, in particular, the marking of students' work the writing of reports on students and the preparation of lessons, teaching material and teaching programmes and such other duties as may reasonably be required. The amount of time required for this work and times outside the 1265 specified hours at which duties shall be performed, shall not be defined by the college, but shall depend upon the work needed to discharge the teacher's duties.

### **Travelling Time**

31. Time spent in travelling to or from home to the principal place of work shall not count

against the 1265 hours referred to in paragraphs 26 and 29 above. Travel time on official business will count towards the 1265 hours.

### **Reasonable Break**

32. The teacher shall be allowed a break of reasonable length either between college sessions or between the hours of 12:00 noon and 14:00 pm. If teaching in the evening as well as afternoon, a reasonable break will also be allowed before commencing evening teaching.

### **The College Year**

33. The College year will run for a period of 12 months from 1<sup>st</sup> September (unless the year begins in August, in which case the date would be 1<sup>st</sup> August). Details of term times including half terms and, as far as possible, arrangements for parents' evenings and other occasions when staff might be expected to be in college, will be determined by the Principal after consultation with staff. The Principal will make details of the academic year available to all staff as soon as practicable.

### **Sundays, Bank and Public Holidays**

34. No teacher shall be required to work on a Sunday or Bank or other public holiday.

### **Additional Days**

35. Colleges may well find it necessary to ask teachers to undertake additional working days in excess of the 195 days referred to in paragraphs 26 and 29 above. Compensation for such additional days is set out in paragraph 24 in Section 1. The application of any such requests should be in accordance with the terms of the Appendix to the Joint Commentary.

### **Special Leave**

36. Additional leave with or without pay, may be granted in special circumstances at the discretion of the college.

### **Leave in Relation to Examinations**

- 37.
- (i) Paid leave should be granted in connection with external examinations in accordance with arrangements with examination boards where appropriate.
  - (ii) Leave of absence without loss of salary should be granted for the purpose of sitting for appropriate examinations. In addition, leave of absence without loss of salary may be granted for the purpose of final revision in the period preceding the examination according to the circumstances of each case.

### **Leave for Jury Service**

38. A teacher receiving a summons to serve on a jury must report the fact to their line manager. The teacher shall be granted leave of absence, unless exemption is secured.

A teacher serving as a juror shall claim the allowance for loss of earnings to which they are entitled under the Jurors' Allowances Regulations currently in force. The college shall then deduct from the teacher's full pay an amount equal to the allowance received.

### **Joint Guidance on Work Life Balance in Sixth Form Colleges**

39. Colleges are directed to this joint guidance, which aims to set out the ways in which Sixth Form Colleges can balance a positive approach to working arrangements with the needs of colleges as providers of education. Guidance is provided in the following areas,

Parental leave

Maternity support/paternity leave, shared parental leave; Adoption leave

Time off for dependants (Urgent family leave)

Time off for fertility treatment

Time off for religious observance Working times and patterns

This guidance can be found at Appendix 6

### **Reducing the Bureaucratic Burden on Teachers in Sixth Form Colleges**

40. Joint guidance on this issue was updated in 2011 and is attached to this Handbook as Appendix 9

## **SECTION THREE: APPOINTMENT**

### **Duties**

41. Appendix 4 sets out the professional duties for teachers paid on the Pay Spine for Sixth Form College teachers. A teacher may be called upon to perform any of the duties set out in Appendix 4 as may reasonably be assigned to them by the Principal.

### **Introductory Period**

42. For a newly appointed teacher a period of up to 12 months should be provided as an introductory period. During this period the teacher is expected to establish his/her suitability for the appointment. Appropriate arrangements to make available advice and support during this period should be established locally with regular reports on development. At the end of the introductory period if there is a satisfactory report on the teacher, she/he should be informed that his/her introductory period has been completed satisfactorily. Where, in appropriate circumstances, any report indicates the lack of suitable development, then consideration should be given to either extending the introductory period or using the relevant procedure applicable in the college to resolve the situation.

### **Induction**

43. Newly Qualified Teachers (NQT's) may be able to participate in a formal induction period. The guidance for these arrangements are set out in The Education (Induction Arrangements for School Teachers) (England) Regulations (2012). The college will provide further details as appropriate.

### **Unqualified Teachers**

44. As of 01 September 2013, there is no longer a requirement for a teacher to gain a teaching qualification as prescribed by the 2001 and 2007 Regulation (The Further Education Teachers' Qualifications (England)). The college will therefore stipulate an appropriate teaching qualification that new entrants should obtain and within which timeframe to do so as a contractual term of employment.

### **Period of Notice**

45. A teacher is entitled to receive, or required to give, two months' notice of termination of employment and, in the Summer term, three months', terminating at the end of term as defined below for this purpose:

The summer term ends on 31<sup>st</sup> August  
The autumn terms ends on 31<sup>st</sup>  
December The spring term ends on 30<sup>th</sup>  
April

However if a teacher has been continuously employed for more than eight years they are entitled to receive longer notice as specified in the Employments Rights Act 1996.

### **Equal Opportunities**

46. The Equality Act 2010 harmonises and replaces previous legislation and covers the same groups that were protected by existing equality legislation, including;

Age, disability, gender reassignment, race religion, sexual orientation, sex, marriage civil partnership, pregnancy & maternity.

47. All teachers should be afforded equal opportunities in the employment context, irrespective of sex, marital status, race, religion or belief, disability, gender identity and realignment, or age in operating their recruitment and other personnel policies colleges are urged to develop and practise positively the concept of equal opportunities for all.

### **Continuous Service**

48. A teacher's period of continuous for statutory employment rights dates from the commencement of service with the college.
49. Previous continuous service with an organisation (s) covered by the Redundancy Payments (Local Government) (Modification) Orders will be included in calculating entitlement to a redundancy payment, maternity pay and leave and sickness allowance.

### **Place of work**

50. If there is a proposal to move the principal place of work then teaching staff should be consulted as early as possible. They may be entitled to receive reimbursement for any additional travelling costs incurred. (See paragraph 54 below).

## **SECTION FOUR: TRAVEL AND SUBSISTENCE**

### **Travel Expenses**

51. Travel expenses necessarily incurred by teachers in the performance of their official duties will be reimbursed, after authorisation by the college.

### **Subsistence Allowances**

52. Where teachers are prevented by their official duties from taking a meal at their home or college and thereby incur additional expenses, these additional expenses will be reimbursed, after authorisation by the college.

### **Car Allowances**

53. Teachers required to use a car for the efficient performance of their duties will be eligible to receive allowances for the use of their cars on business after being authorised by the college.

### **Additional Travelling Expenditure**

54. If at any time a teacher's principal place of work is altered, then they may be reimbursed

for additional travelling expenditure for a reasonable length of time, subject to local negotiation.

## **SECTION FIVE – MISCELLANEOUS**

### **Conduct**

55. The college is entitled to demand of each teacher conduct of the highest standard.
56. A teachers off-duty hours are their personal concern but they should not subordinate their duty to their private interests or put themselves in a position where duty and private interests conflict.
57. If it comes to the knowledge of a teacher that a contract in which they have any pecuniary interest, whether direct or indirect (not being a contract to which they are themselves a party) has been, or is proposed to be, entered into by the college then that teacher shall as soon as is practicable give notice in writing to the Principal or delegated alternative of their interest.
58. Teachers in posts with access to particularly sensitive information, e.g. financial and/or business information can be asked to give an undertaking not to breach confidentiality in respect of the college's affairs either during the course of employment or subsequently nor to act to the college's detriment in any way within twelve months of leaving their employment.

### **Copyright and Intellectual Property Rights**

59. In order to protect the rights of the employer and the employee, the employee shall notify the employer in writing as soon as the employee believes that she/he has, or may be developing, a copyright, registrable design, or patentable invention, as set out below.

- i) **Copyright and Registrable Designs**

Except where the employer and the employee have specifically agreed otherwise, the copyright for materials and documents produced by an employee for his/her employment duties at the college, or commissioned by the college, belongs to the college. It is for the college to decide whether or when to apply for registrable designs.

However, the copyright in any work designed, compiled or edited by an employee as a scholarly work, e.g. books and articles, belongs to the employee a does the copyright in any material produced for an employee's personal use or reference.

- (ii) The employer shall be the owner of all intellectual property rights in any patentable invention which is produced by an employee for his/her employment duties at the college, or to satisfy any requirement arising in the course of his/her college work, or is commissioned by the employer from the employee for college purposes. The college will be able to draw income and profit from dealings with such rights and apply for such patents as it thinks fit subject only to an employee's statutory right to compensation.
- (iii) Intellectual property rights arising in any original work, registrable design or patentable invention in any other circumstances shall be the property of the employee, provided, however, that the college shall be entitled to claim a reasonable share of the income and/or profits derived from the exploitation of any product of which college property

forms part or in which property belonging to the college is shown to have been utilised.

### **Additional Employment**

60. Teachers shall devote the whole of the time for which they are employed to the service of the college. If they wish to engage in any other business or take up any additional employment the Principal or delegated alternate should be informed. Such employment must not conflict with or react detrimentally to the college's interests, or in any way weaken public confidence in the conduct of the college's business.

### **Health, Safety and Welfare**

61. It shall be the responsibility of the college to make adequate provision for ensuring the health, safety and welfare of the staff, including the conditions under which they work. The college shall provide special and/or protective clothing where the special nature of a teacher's duty warrants such provision.

### **Joint machinery**

62. The National Joint Council for Staff in Sixth Form Colleges and within that the Committee for Teaching Staff, are joint organisations representing both employers and members of staff. Local arrangements for joint consultation/negotiation should be established in each college.

### **Assaults on Teachers**

63. A teacher, or in the event of his/her death, his/her dependants, shall be indemnified against financial loss caused in the opinion of the college by violent or criminal assault suffered in the course of, or as a consequence of, his/her employment.
64. The indemnification shall not be less favourable than:
- a) In the event of death within 12 months from the date of the assault and, in the opinion of the college by reason thereof, the equivalent of five years' gross remuneration at the rate applying at the assault or £35,000 whichever is the greater where the teacher leaves one or more dependants. Where the teacher has left no dependants, the sum of £950 shall be payable.
  - b) In the event of permanent total or partial disablement as a result of the assault the percentage specified in the scale set out below of five times gross remuneration applying at the date of the assault or of £35,000, whichever is the greater, provided that such payments shall, at the discretion of the college, be reduced by the amount of any damages or compensation recoverable in respect of the particular injuries.

Note: "Dependants" in the above paragraph means (a) a spouse or civil partner residing with the teacher at the date of death or, if not residing, wholly or substantially supported by the teacher; and/or (b) a child who has not attained the age of 16 years at the time of the death of the employed parent or guardian, or who has not attained the age of 19 years and is following a course of full-time education, or is regarded as an apprentice under the statutory provision relating to family allowances; and/or (c) where they are wholly or substantially supported by the teacher, a parent, brother or sister, or a son or daughter of an age in excess of the limits referred to in (b) of this Note.



65. This recommendation is not intended to prevent a college from paying amounts exceeding those specified above if it is considered to be reasonable to do so.

**Scale of Compensation**

66. 1. Death, total and irrecoverable loss of all sight in one or both eyes, total loss by physical severance or complete loss of use of one or both hands or feet at or above wrist or ankle, occurring within 12 months from the date of the assault .....  
100%

a. Permanent total and absolute disablement (other than as stated in Item 1) from engaging in or giving attention to any profession or occupation of any kind; 100%

b. Permanent partial disablement (not otherwise provided for above) the percentage of the capital sum set against the degree of disablement in the following table:

|  |     |
|--|-----|
| Total loss of hearing in both ears               | 40% |
| Total loss of hearing in one ear                 | 10% |
| Complete loss of use of hip or knee or ankle     | 20% |
| Removal of the lower jaw by surgical operation   | 30% |
| Fractured leg or foot with established non-union | 25% |
| Fractured knee-cap with established non-union    | 20% |
| Shortening of a leg by at least 3 centimetres    | 15% |

Loss by amputation or complete loss of:  
(to be reversed if insured person is left handed)

|                  | <b>Right</b> | <b>Left</b> |
|------------------|--------------|-------------|
| One thumb        | 20%          | 17.5%       |
| One index finger | 15%          | 12.5%       |
| Any other finger | 10%          | 7.5%        |
| One big toe      | 10%          | 10%         |
| Any other toe    | 3%           | 3%          |

|   |                     |                    |
|---|---------------------|--------------------|
| Complete loss of use of shoulder or elbow | <b>Right</b><br>25% | <b>Left</b><br>20% |
| Complete loss of use of wrist             | 20%                 | 15%                |

**Compensation for Victims of Crimes of Violence**

67. A teacher who is absent from work because of injury in respect of which a claim will lie

in the Criminal Injuries Compensation Authority and is otherwise qualified to receive sick pay, shall receive such sick pay without his/her being required to refund any proportion of it from the sum which the Compensation Authority may award; and

68. Where an award has been made by the Compensation Authority the college shall be free to discount wholly or partly the period of sick leave occasioned by the injury, in calculating the teacher's entitlement to pay as they may see fit on consideration of all the material circumstances.

### **Loss or Damage to Personal Property**

69. The teacher shall be entitled to such compensation for losses or damages to personal property sustained during the course of their duties at college or during approved out of college activities as may be provided for by the college.

### **Data Protection**

- 70 a) In its capacity as employer the College will need to keep some information about a member of staff for purposes connected to his/her employment. The sort of information held may include both electronic and paper based records including information for payroll and pension purposes, references, contact names and addresses and records (Inc. for example live disciplinary records) in relation to the member of staff's contract of employment.
- b) Such data will be processed only if necessary for the performance of a member of staff's contract with the college and / or is necessary for the purpose of exercising or performing any legal right or obligation of the college in connection with the employment and/ or is necessary to protect the vital interests of the employee.
- c) The information held will be for the college's managerial and administrative use only but it may be necessary from time to time to disclose some information held about the member of staff to relevant third parties (e.g. where legally obliged to do so by HMRC, pensions provider, payroll, references...).
- d) These uses will be consistent with the principles of the Data Protection Act 2018. All information held will be treated with the utmost confidentiality and with appropriate level of security.
- e) the details of all data processing activities and legal basis for doing so can be found on the college's privacy notice

**SECTION SIX – SICKNESS LEAVE and MATERNITY, PATERNITY AND SHARED PARENTAL LEAVE**

**Sick Leave and Pay**

71. Provided the appropriate conditions are met, a teacher absent from duty because of illness (which includes injury or disability) shall be entitled to receive in any one year pay as follows:

|  |  |
|--|--|
| During the first year of service <u>completing</u> | Full pay for 25 working days, and <u>after</u><br>four calendar months service, half pay for 50 working days |
| During the second year of service <u>for</u>       | Full pay for 50 working days and <u>then half pay</u><br>50 working days                                     |
| During the third year of service                   | Full pay for 75 working days <u>and half pay for</u><br>75 working days                                      |
| During fourth and subsequent years                 | Full pay for 100 working days <u>and half pay for</u><br>100 working days                                    |

72. This scale is to be considered as a minimum and each college has discretion to extend its application in any individual case.

**Sick pay**

73. Sick pay shall include, where appropriate, Statutory Sick Pay and shall not exceed the full pay of the teacher.

**Sick Leave Year**

74. For the purpose of calculating a teacher's entitlement during a year under paragraph 71 above, a year is deemed to begin on 1<sup>st</sup> April and end on 31<sup>st</sup> March of the following year. Where a teacher starts service after 1<sup>st</sup> April in any year, the full entitlement for that year will be applicable. Where a teacher is on sick leave on 31<sup>st</sup> March in any year, no new entitlements shall begin until the teacher has resumed duty and the period from April 1<sup>st</sup> until the return to duty is regarded as part of the preceding year's entitlement for the purpose of this scheme. When a teacher moves to another college, any sick pay paid during the current year by the previous college shall be taken into account in calculating the amount and duration of sick pay payable by the new college.

**Calculation of Allowance Full Pay**

75. The following deductions subject to paragraphs 79 and 80 below, shall be made from sick pay where it equals full pay:

- (a) The amount of sickness benefit receivable under the Social Security Contributions and Benefits Act 1992 (provided however, that in any case where sickness benefit is, or may subsequently prove to have been, receivable in respect of the first three days of any sickness, the amount of benefit receivable shall be deducted from such pay only if such benefit has in fact been received in respect of any such period of three days.)
- b) The dependency element (but not the disability element) of any treatment allowance received from the Department for Work and Pensions.

### **Calculation of Allowance Half Pay**

- 76. Where sick pay is less than full pay, deductions shall be made only so far as is necessary to ensure that sick pay together with benefits receivable in respect of insurance under the Social Security Contributions and Benefits Act 1992 does not exceed full pay.
- 77. Deductions equivalent to those set out in paragraphs 75 and 76 above shall be on the basis that the teacher is eligible to receive such benefits, payments or allowances whether or not he or she takes the necessary steps to obtain them. This does not apply to any benefit for the first three days of absence referred to in paragraph 75(a) above.
- 78. Deductions equivalent to those set out in paragraph 75 above shall be made from the sick pay of a teacher who is a married woman or a widow and has elected to pay reduced contributions under the terms of the Social Security Contributions and Benefits Act 1992 and Social Security Contributions Regulations 1979, provided that, where a widow is in receipt of a widow's or widowed mother's allowance or widow's pension, regard should be paid in calculating the amount of sick pay only to such part of the national insurance benefit receivable as in excess of the amount received by the teacher from the Department for Work and Pensions in weeks of full normal employment.

### **Terminations of Employment during a Period of Sick Leave**

- 79. In the event of a teacher exhausting in part or full his/her entitlements under paragraph 71 above and being given notice of the termination of his/her contract without returning to work, on the ground of permanent incapacity or for some other reason related to the sickness absence, he/she shall be paid full salary for the notice period with normal deductions only.

### **College Holiday Closure, etc.**

- 80. For the purpose of paragraph 71 above, two half college days shall be deemed to be equivalent to one working day. Whilst sickness during the college holidays will not affect the period of a teacher's entitlements to sick leave under paragraph 71 above, it will be relevant so far as deduction of benefit is concerned. Thus the rate of sick pay applicable to a teacher in respect of sickness during the closure of a college is the rate applicable to him/her on the last day before the closure. Where a teacher therefore, is ill immediately preceding the college holiday and:
  - a) he/she is on full sick pay:  
he/she shall continue on full sick pay, but the closure period is not counted against his/her entitlement under paragraph 71 above;

- b) he/she is on half sick pay:  
he/she shall continue on half sick pay, but the closure period is not counted against his/her entitlement;
  - c) he/she has exhausted his/her sick pay entitlement and is not receiving any pay:  
he/she shall continue to receive no pay.
81. Where a teacher is either on half pay or is not receiving pay she/he may be put back on full pay by the procedure in paragraph 82 below.
82. When a teacher is ill immediately preceding a closure of the college, and has exhausted his/her sick leave entitlement, or is on less than full pay, and recovers during the period of closure, such teacher shall be deemed, for the purpose of calculating the amount of salary due, to have returned to duty on the day she/he is authorised medically fit to do so by means of a doctor's statement obtained for that purpose, provided she/he actually returns to duty on the first day after the period of closure. Where a teacher in these circumstances does not return to service on the first day after the period of closure she/he shall refund such sum as the college at their discretion may decide.
83. If, during the period of closure of a college a teacher falls ill and becomes entitled to Statutory Sick Pay or becomes, or would become, (but for election to be excepted from liability to pay contributions) entitled to claim any of the benefits referred to in paragraph 75 above, it shall be his/her duty to notify the college thereof (in accordance with paragraph 84 below as if the days of closure were college days) so that the college may either pay Statutory Sick Pay (where appropriate) or make the appropriate deductions.

### **Conditions**

84. A teacher shall not be entitled to claim an allowance unless;
- (i) notification is made to the college as may be required, not later than the fourth working day of absence;
  - (ii) a doctor's statement is supplied not later than the eighth day of absence ;
  - (iii) subsequent doctor's statements are submitted at the same intervals as they are required for N.I. purposes and on return to duty in those cases where the absence extends beyond the period covered by the initial statement and at similar intervals during a period of entitlement to Statutory Sick Pay.
  - (iv) in the case of prolonged absence, the teacher undertakes any examination that the college may require by an approved medical practitioner nominated by them, subject to the provisions of the Access to Medical Reports Act 1988 where applicable. The cost of the examination shall not be borne by the teacher.
  - (v) the teacher declares to the satisfaction of the college his or her entitlement to benefits under the relevant Acts as well as any alteration in the entitlement to such benefits.

85. When a teacher enters hospital or similar institution a Doctor's statement on entry or discharge shall be submitted in the place of periodic statements.

#### **Absences Arising from Accidents at Work**

86. In the case of absence due to accident attested by an approved medical practitioner to have arisen out of and in the course of the teacher's employment, including attendance for instruction at physical training or other classes organised or approved by the college or participation in any extra curricular or voluntary activity connected with the college, full pay shall in all cases be allowed, such pay being sick pay for the purposes of paragraphs 73 to 82 above, subject to the production of self-certificates and/or doctors' statements from the day of the accident up to the date of recovery, but not exceeding six calendar months, after which the case will be reviewed before a decision on any extension of the period of sick pay is made. Where the college decides to extend the period of sick pay, the teacher shall be paid half pay for a further period based on the entitlements to half pay set out in paragraph 71 above.
87. Absence resulting from such accidents shall not be reckoned against the teacher's entitlement to sick leave under paragraph 71 above, though such absences are reckonable for entitlement to Statutory Sick Pay.

#### **Contact with Infectious Diseases**

88. When the approved medical practitioner attests that there is evidence to show a reasonable probability that an absence was due to an infectious or contagious illness contracted directly in the course of the teacher's employment, full pay shall be allowed for such period of absence as may be authorised by the approved medical practitioner as being due to the illness, and such absence shall not be reckoned against the teacher's entitlement to sick leave under paragraph 71 above though such absences are reckonable for entitlement to Statutory Sick Pay.
89. Where the absence is attested by the approved medical practitioner to be due to pulmonary tuberculosis and the teacher carries out an approved course of treatment full salary shall be paid in respect of the first twelve calendar months of the period of absence after attestation and further full or half-pay shall be allowed at the discretion of the college.
90. A teacher residing in a house in which some other person is suffering from an infectious disease shall at once notify the college and the teacher shall, if required, take such precautions as may be prescribed, provided that, if in the opinion of the approved medical practitioner, it is considered inadvisable, notwithstanding such precautions, for such teacher to attend duty, full pay shall be allowed during any enforced absence from duty, such pay being sick pay for the purpose of paragraphs 73 to 83 above. This provision will also apply where, in the opinion of an approved medical practitioner, it is inadvisable for a teacher to attend duty for precautionary reasons due to infectious disease in the workplace. The period of the absence under this paragraph shall not be reckoned against the teacher's entitlement to sick leave under paragraph 71 above, though such absences are reckonable for entitlement to Statutory Sick Pay.

#### **Absences Caused by Negligence**

91. If the absence of the teacher is occasioned by the actionable negligence of a third party

in respect of which damages are recoverable, she/he shall advise the college forthwith and it shall be competent to the college to require the teacher to refund a sum equal to the aggregate of sick pay paid to him/her during the period of disability or such part thereof as is deemed appropriate but not exceeding the amount of the damages recovered. In the event of the claim for damages being settled on a proportionate basis, the college will require full details and will determine the actual proportion of sick pay to be refunded by the teacher.

92. If the college is of the opinion that the disability which has occasioned the teacher's absence from work is due to his/her conduct, or if the teacher has failed to observe the conditions of this scheme, or has been guilty of conduct prejudicial to his/her recovery, the payment of any sick pay under the scheme may be suspended by the college; provided that in any such case the college shall inform the teacher of the grounds upon which the payment of sick pay has been suspended and afford him/her an opportunity of submitting his/her observations thereon and at his/her request of appearing, and at his/her option for being represented, before the Principal or delegated alternate, who will thereupon decide whether the disability was due to the conduct of the teacher or whether she/he has failed without reasonable cause to observe the conditions of the Scheme, or has been guilty of conduct prejudicial to his/her recovery, in which case the teacher shall forfeit his/her right to any payment or further payment of sick pay in respect of that period of absence.
93. Sick pay shall not be paid in a case of accident due to active participation in sport as a profession unless the college decides otherwise, though Statutory Sick Pay may be available.

#### **Maternity & Paternity Entitlement**

94. All employees are entitled to take up to one year's (52 weeks') statutory maternity leave regardless of length of service. The individual employee can determine how much leave they wish to take, the law requires that a minimum of two weeks' leave from the date of childbirth must be taken. Maternity leave and pay are separate entitlements. Entitlement to maternity pay will depend on length of service and if the employee returns to work following maternity leave. Full details of the entitlements can be found at Appendix 5 of this document. Where a teacher intends to return to her teaching appointment after childbirth and wishes to take advantage of the maternity scheme, she should apply for maternity leave under the Maternity Leave Recommendations (see Appendix 5); where she does not so apply, her appointment shall terminate:
  - a) Either with the agreement of the teacher, or if because of her pregnancy she is incapable of doing her own or some other suitable work, at a date 11 weeks prior to the expected date of childbirth;
  - b) Or at some other date less than 11 weeks.

#### **Ordinary Paternity Entitlement**

95. Eligible employees are entitled to 2 weeks ordinary paternity leave, which can be taken as 2 consecutive weeks (not odd days). Full details of the entitlements can be found at Appendix 5 of this document.

### **Shared Parental Leave**

96. Shared Parental Leave enables eligible parents to choose how to share the care of their child during the first year of birth or adoption. Its purpose is to give parents more flexibility in considering how to best care for, and bond with, their child. All eligible employees have a statutory right to take Shared Parental Leave. There may also be an entitlement to some Shared Parental Pay. Full details of the entitlements can be found at Appendix 5 of this document.

## **SECTION SEVEN- RETIREMENT**

### **Retirement**

97. Older workers can voluntarily retire at a time they choose and draw any occupational pension they are entitled to. Employers cannot force employees to retire or set a retirement age unless it can be objectively justified. Employees should give their contractual notice to the college of their intention to retire.



## Recognition and Procedures Agreement

### Introduction

1. This agreement, between the Sixth Form Colleges' Association and the signatory unions, covers national union recognition and national machinery for jointly agreed recommendations on pay and conditions of staff, other than holders of senior posts.
2. The parties pledge themselves to negotiate constructively with a view to reaching joint agreements which are acceptable to their respective constituents.
3. The signatories to this agreement share, as their guiding principle, the need to ensure an environment which seeks to provide education of the highest quality. To this end the signatories endorse the following objectives.

Harmonious working relationships;  
 Good industrial relations and fair treatment of staff;  
 Commitment to equality of opportunity;  
 Commitment to quality;  
 Avoidance of disputes;  
 The ability for colleges to compete in the market place;  
 The ability for colleges to be managed flexibly in response to local needs; and  
 Efficient use of agency funding.

### National Negotiations

4. The nationally recognised unions and the Sixth Form Colleges' Association will negotiate nationally on a pay and conditions framework and on any other issues that the parties mutually agree from time to time should be the subject of national negotiations.
5. Agreements will have the status of joint recommendations to colleges and union branches. The signatories to this agreement are committed to seeking maximum support and adherence to nationally agreed recommendations that have been arrived at through the national joint machinery.

### Recognition

6. The following unions are recognised nationally for the purpose set out in paragraph 4 above:
7. **For Teaching Staff :**  
 National Union of Teachers  
 Association of Teachers and Lecturers  
 National Association of Schoolmasters Union of Women Teachers

**For Support Staff:** Unison

### **Structure of National Negotiations**

8. There will be two committees to determine nationally agreed recommendations on pay and conditions: one for teaching staff and the other for support staff. In addition, there will be a national negotiating council which will deal with any issues that encompass all staff within the scope of this agreement.

### **Operation of the Agreement**

10. The operation of this agreement will be kept under review by both sides in order that consideration can be given to the need for any changes in the light of experience. Either the Sixth Form Colleges' Association or the signatory unions may give six months' notice of their intention to withdraw from this agreement.
11. The details of these arrangements are set out in the Appendix to this document.

## **NATIONAL JOINT COUNCIL FOR STAFF IN SIXTH FORM COLLEGES**

### **I Constitution**

#### **1. Title**

The council shall be known as 'the National Joint Council for Staff in Sixth Form Colleges' (herein after referred to as the Council).

#### **2. Scope**

The functions of the Council as specified in Clause 5 shall relate to all staff employed by members of the Sixth Form Colleges' Association Ltd except those designated by individual colleges as "holders of senior posts" (in accordance with the Articles of Government).

#### **3. Membership**

- (a) The Council shall consist of 22 members of whom 12 shall represent the member colleges and 10 shall represent the staff.
- (b) The member Colleges' representatives shall be the 12 members elected by the Sixth Form Colleges' Association to form their Council.
- (c) Representatives of the staff shall be appointed as follows:

#### **For teaching staff:**

|   |   |
|---|---|
| Association of Teachers and Lectures (ATL)                                | 2 |
| National Association of Schoolmasters Union<br>Of Women Teachers (NASUWT) | 2 |
| National Union of Teachers (NUT)  | 2 |
| Total   | 6 |

#### **For Support Staff:**

|        |   |
|--------|---|
| UNISON | 4 |
|--------|---|

- (d) If any organisation referred to in paragraph (b) or (c) above fails to appoint the number of representatives provided for by this constitution, such failure to appoint shall not vitiate the decisions of the Council.
- (e) In the event of any member of the Council or of any committee or sub-committee thereof being unable to attend any meeting of the Council, whether ordinary or special, or of any committee or sub-committee as the case may be, the organisation appointing such member shall be entitled to appoint another representative to attend in his or her place.

#### **4. Retirement of Members**

The members of the Council shall, without prejudice and subject to the provisions of

Clause 3 hereof, continue in that capacity for so long as their appointing organisation may determine.

**5. II Functions**

- (i) The Council and its Committees will negotiate nationally on a pay and conditions framework and on any other issues that the parties mutually agree from time to time should be the subject of national negotiations.
- (ii) The parties pledge themselves to negotiate constructively with a view to reaching joint agreements which are acceptable to their respective constituents.
- (iii) Agreement will have the status of joint recommendations to colleges and union branches. The parties are committed to seeking maximum support and adherence to nationally agreed recommendations that have been arrived at through this machinery.

**III Procedures**

**6. Committees and Sub- Committees**

The Council will operate through two Committees, one to consider issues relating to teaching staff and the other to consider issues relating to support staff. Membership of the Committee for Teaching Staff shall be six member colleges' representatives and nine staff representatives, three representatives from each of the teacher unions. Membership of the Committee for Support Staff shall be six member colleges' representatives and four staff representatives.

The Council may appoint such other committees, sub-committees and working parties as may be considered necessary. The Council shall determine the composition and the terms of reference of any such committees, sub-committees and working parties and the reports of all committees, sub-committees and working parties shall be submitted to the Council.

**7. Co-opted Members**

The Council may co-opt, or allow any committee, sub-committee or working party to co-opt, such persons of special knowledge, not being members of the Council, as may serve the special interest of the Council, committee, sub-committee or working party, provided that persons so co-opted shall serve only in a consultative and non-voting capacity. The Council may also invite, or allow any committee, sub-committee or working party to invite the attendance of any person whose special knowledge would be of assistance, but such a person shall not have the power to vote.

**8. Chair**

The Council shall be presided over by a Chair which shall be held in alternate years by a member of the colleges' representatives and a member of the staff representatives starting in the first year with a representative of the member colleges. The Chair shall

have a vote, but not a casting vote. The Chair shall preside at all meetings of the Council, but in his/her absence from any meeting, a Chair shall be appointed from amongst the members of the appropriate Side for that year. A committee, sub-committee or working party shall appoint from its members at each meeting a Chair drawn from the appropriate Side for that year.

**9. Officers**

The Council shall appoint joint secretaries nominated by the respective Sides, and such other officers, if any, as it may think fit.

**10. Ordinary Meetings**

Ordinary meetings of the Council shall be held as often as may be necessary, but at least once in each year.

**11. Special Meetings**

The Chair shall call a special meeting of the Council if so requested in writing by a majority of the representatives from either Side. The requisition and also the notice summoning the meeting shall state the nature of the business proposed to be transacted thereat, and no other matters shall be discussed. Such special meetings shall only be called in very exceptional circumstances where the nature of the business fully justifies such a meeting. The meeting shall take place within 21 days of the receipt of the requisition by the Chair.

**12. Voting**

No resolution shall be regarded as carried unless it has been approved by a majority of the members present and representing the member colleges and a majority of the members present and representing the staff on the Council, committee, sub-committee or working party, as the case may be.

**13. Notice of Meetings**

All notices of meetings of the Council and of any committees, sub-committees or working parties thereof shall be sent to the respective members at least seven days before the date of the meeting. Such notices will contain both the time for the start of the meeting and in addition the proposed time for the conclusion of the meeting, to be agreed by the Joint Secretaries. The proposed concluding time will only be exceeded by the agreement of both Sides of the meeting in question.

**14. Finance**

The expenses of the Council and its Committees, excluding any necessary travelling or subsistence expenses incurred by the members, shall be shared equally by the two Sides of the Council.

**15. Reports and Minutes**

The Council shall send to each of the constituent associations referred to in Clause 3 a copy of the minutes of the proceedings for all its meetings. Such minutes shall be subject to approval by the Council at its next meeting.

**16. Quorum**

The quorum shall be 12 members of the Council, divided equally between representatives of member colleges and representatives of the staff. In the absence of a quorum, the Chair shall be vacated, and the business then under consideration shall be the first business to be discussed at the next meeting. The quorum of a Committee shall, subject to any directions given by the Council, be determined by the Committee.

**17. Amendment**

The Constitution shall be amended only with the assent of all the constituent organisations referred to in Clause 3 (b) and Clause 3 (c).

**18. Interpretation**

The Interpretation Act, 1978 shall apply to the foregoing provisions.

**19. Conciliation**

In the event of any dispute between the two Sides of the Council or one of its Committees in respect of pay and/or other terms and conditions of service of general application to all staff or of application to particular classes of staff, the dispute shall, if the two Sides agree, be reported to the Advisory Conciliation and Arbitration Service with a request that they use their good offices to conciliate in the dispute with a view to an agreement being reached by both Sides of the Council or Committee.

**Sixth Form Colleges: Salary Structure for Teaching Staff****New pay structure operational from 1st September 2017****Pay Spine Point**

|    |         |
|----|---------|
| 1  | £23,396 |
| 2  | £24,947 |
| 3  | £26,604 |
| 4  | £28,372 |
| 5  | £30,256 |
| 6  | £32,265 |
| 7  | £34,072 |
| 7+ | £35,205 |
| 8  | £36,335 |
| 8+ | £37,542 |
| 9  | £38,748 |

Notes:

1) Half Points (7+ and 8+) will apply during the 2017 and 2018 academic years only to facilitate transition from eligibility for pay progression every two years to appraisal-based annual pay progression.

**Responsibility Allowances:**

**Range: from £1,000 to £10,000**

Notes:

1) Teachers who were in post and paid on the Management Ranges prior to 1 September 2016 or other date of assimilation in the new structure should be paid on at least the following assimilation ranges in order to maintain their current pay point and expectations (see NJC transition guidance for full details):

|   | 1       | 1+      | 2       | 2+      | 3       |
|---|---------|---------|---------|---------|---------|
| A | £38,015 | £38,672 | £39,330 | £40,008 | £40,684 |
| B | £39,807 | £40,462 | £41,119 | £41,796 | £42,475 |
| C | £43,011 | £43,668 | £44,323 | £45,003 | £45,681 |
| D | £45,517 | £46,101 | £46,686 | £47,349 | £48,012 |

2) Responsibility Allowances paid to teachers taking up their appointments on or after 1 September 2016 do not have to be based on the ranges A1 to D3.

3) Half Points (1+ and 2+) will apply during the 2017 and 2018 academic years only to facilitate transition from eligibility for pay progression every two years to appraisal-based annual pay progression.

### Leadership spine

|         |          |         |          |
|---------|----------|---------|----------|
| SFC-L1  | £ 45,517 | SFC-L13 | £ 60,401 |
| SFC-L1+ | £ 46,101 | SFC-L14 | £ 61,850 |
| SFC-L2  | £ 46,686 | SFC-L15 | £ 63,334 |
| SFC-L2+ | £ 47,349 | SFC-L16 | £ 64,854 |
| SFC-L3  | £ 48,012 | SFC-L17 | £ 66,410 |
| SFC-L4  | £ 48,494 | SFC-L18 | £ 68,004 |
| SFC-L4+ | £ 49,149 | SFC-L19 | £ 69,636 |
| SFC-L5  | £ 49,805 | SFC-L20 | £ 71,309 |
| SFC-L5+ | £ 50,482 | SFC-L21 | £ 73,018 |
| SFC-L6  | £ 51,161 | SFC-L22 | £ 74,771 |
| SFC-L7  | £ 52,389 | SFC-L23 | £ 76,566 |
| SFC-L8  | £ 53,646 | SFC-L24 | £ 78,404 |
| SFC-L9  | £ 54,933 | SFC-L25 | £ 80,285 |
| SFC-L10 | £ 56,252 | SFC-L26 | £ 82,211 |
| SFC-L11 | £ 57,602 | SFC-L27 | £ 84,185 |
| SFC-L12 | £ 58,984 |         |          |

Notes:

1) Half Points (L1+; L2+; L4+ and L5+) will apply during the 2017 and 2018 academic years only to facilitate transfer from the former D and E Management Ranges.

### London and Fringe Area Allowances

|              |        |
|--------------|--------|
| Inner London | £3,802 |
| Outer London | £2,533 |
| Fringe       | £1,004 |



## **Sixth Form Colleges: Previous Salary Structure for Teaching Staff**

**Notes:** This information is provided:

1) for use in applying pay protection in colleges which have moved to the new structure taking effect from 1 September 2016; and

2) for use in colleges that have not yet moved to the new structure taking effect from 1<sup>st</sup> September 2016 and continue to use the pay structure in place prior to the implementation of the new pay structure.

### **1. Pay scales (incorporating the pay increase from 1 January 2017)**

#### **Main Pay Spine**

|   |         |
|---|---------|
| 1 | £22,120 |
| 2 | £23,872 |
| 3 | £25,760 |
| 4 | £27,800 |
| 5 | £30,001 |
| 6 | £32,374 |

#### **PSP Range**

|    |         |
|----|---------|
| P1 | £35,074 |
| P2 | £36,345 |
| P3 | £37,752 |

#### **Management Ranges**

|          | <b>1</b> | <b>2</b> | <b>3</b> |
|----------|----------|----------|----------|
| <b>A</b> | 37,638   | £38,940  | £40,281  |
| <b>B</b> | 39,412   | £40,711  | £42,054  |
| <b>C</b> | 42,586   | £43,884  | £45,229  |
| <b>D</b> | 45,066   | £46,223  | £47,536  |
| <b>E</b> | 48,013   | £49,311  | £50,654  |

#### **London and Fringe Area Allowance**

|                     |        |
|---------------------|--------|
| <b>Inner London</b> | £3,764 |
| <b>Outer London</b> | £2,508 |
| <b>Fringe</b>       | £994   |

## **2. Pay Determination Provisions**

### **Salaries**

1. Attached [above] are the current nationally agreed pay scales for teaching staff.
2. A teacher's position on the pay scales will be reviewed once a year on the 1st September.
3. The teacher's position on the pay scales may be reviewed at other times of the year where circumstances warrant e.g. changes in responsibilities.
4. All teachers should have an annual performance review carried out in accordance with the NJC Performance Management Framework.

### **Main Pay Spine and PSP Range**

5. At the time of appointment, qualifications and teaching experience will be taken into account and other relevant experience may be taken into account at the college's discretion.

In addition to qualifications and experience, other factors which may be taken into account in assessing the appropriate salary may include:

- a) temporary or permanent additional duties and responsibilities
- b) very special problems of recruitment and retention
- c) substantially above-standard performance.

The determination of the factors to be used and the number of points to be assigned to any one factor are all matters for local determination in each college. Points may be awarded to an individual on a permanent or temporary basis, and this should be specified accordingly to each teacher.

6. Spine point 6 is the maximum point attainable through satisfactory service alone. A teacher appointed to this section of the salary spine will progress by one spine point each 1st September until spine point 6 is reached unless performance in any one year is deemed to be unsatisfactory.
7. When a teacher reaches point 6 on the pay spine, or is appointed at point 6 or above, the teacher can apply for a Professional Standards Payment and access to the PSP Range of that spine. To qualify for the Professional Standards Payment the teacher has to meet the standards and requirements set out in the NJC Professional Standards Payment Manual which refer to the following three criteria:
  - Effective teaching and the ability to create a learning environment;
  - Professional characteristics; and
  - Effective learning (achievement and retention).

Once awarded, the Professional Standards Payment becomes a permanent entitlement while employed in that college or in other Sixth Form Colleges.

8. Teachers who have previously taught in maintained schools and who have passed the school teachers' threshold assessment will, on production of their certificate of

confirmation, automatically receive PSP and be entitled to be paid on the PSP Range. Colleges are permitted flexibility to appoint such teachers to a higher point on the PSP Range. Similarly, teachers who have passed PSP assessment will be entitled under the terms of the school teachers' pay structure to be paid on the Upper Pay Scale where they move to maintained schools.

9. Teachers on the PSP Range are eligible for progression on the Range every two years. To qualify for progression on the PSP Range, teachers will be expected to meet the provisions set out in the NJC Performance Management Framework which require them to demonstrate the substantial and sustained maintenance of PSP standards.
10. The details of the PSP scheme, how to apply and the evidence needed are set out in the NJC's Professional Standards Payment Manual which is available in colleges and is reproduced, with the application form.

### **Management Ranges**

11. The Management Ranges are intended to reflect the different management and leadership levels in colleges.
12. Normally on appointment or promotion to a Management Range post a teacher should start on the first point of the Range and then move upwards dependent on performance at that job level. Colleges are permitted flexibility, however, to appoint teachers to a higher point on that Range when appointing schoolteachers or promoting teachers from within college or other colleges. If teachers are promoted from one Range to a higher Range, they should be appointed to that Range at least to the next highest point in terms of salary.
13. Teachers on the Management Ranges are eligible for progression on their Range every two years. To qualify for progression on the Management Ranges, teachers will be expected to meet the provisions set out in the NJC Performance Management Framework which require them to demonstrate on an annual basis the substantial and sustained maintenance of PSP standards and the meeting of relevant management criteria objectives.
14. The pattern of review and progression should continue even if teachers have been promoted between Ranges. If the review of their position on the Range falls at the same time as they receive a promotion then this review should take place first to determine their final salary on that Range before moving to their new Range.
15. Where a teacher is appointed to a Management Range post from below point 6 on the Main Pay Spine, he/she will receive the appropriate Management Range salary less the value of the Professional Standards Payment. After one year in the job the teacher will be eligible to apply for PSP and, if successful, to receive it on the next 1st September following the appointment to that Management Range post. After one further year (i.e. when he/she has been doing the job for two years) he/she can be considered for the next point on the Management Range. Thereafter, teachers will be eligible for progression on the Range as normal every two years.
16. Colleges should distinguish between responsibilities that reflect the different levels in the management structure and responsibilities that any member of staff at any level could volunteer to do e.g. Press Officer. The former responsibilities should be recognised through the use of the management ranges. The latter responsibilities should be recognised by additional sums calculated in accordance with paragraph 24 of the Conditions of Service Handbook.

**Individual Appeals against Pay**

1. The particular duties, responsibilities and accountabilities attached to posts are of necessity in many cases somewhat difficult of detailed definition, and may vary from time to time without changing the general character of the duties or the levels of responsibility and accountability entailed. Such variations are a common occurrence and cannot of themselves justify reconsideration of the pay for the post.
2. Where, however, having had regard to paragraph 1 above, a member of staff wishes to raise the issue of the appropriate pay for their post, then they should submit a claim, in writing, for a reassessment of their pay. This claim should be considered by the post holder with responsibility for such issues. Any such consideration should include a meeting with the post holder bringing the claim, although this meeting could be waived if both parties agree. If the member of staff concerned is dissatisfied with the decision made in response to their claim then, if the criteria set out below are met, they have a right of appeal against the decision reached.
3. To establish a right of appeal the claim must relate to one of the following criteria:

Where there has been a substantial change in the level of duties, responsibilities and/or

- (a) accountabilities of the post going beyond variations of the kind referred to in paragraph 1 above, since the last appointment to the post or since the current level of pay for the post was established (whichever is later).
- (b) Where duties, responsibilities and/or accountabilities are transferred from one post to another and a member of staff feels that as a consequence the college has misapplied the college pay framework to their post when assessing the level of duties, responsibilities and/or accountabilities of the post in comparison with the levels applicable to other similar posts in the college (see paragraph 4).

Where a member of staff accepting a post after advertisement feels that the college has

- (c) misapplied the college pay framework to their post when assessing the level of duties, responsibilities and/or accountabilities of the post in comparison with the levels applicable to other similar posts in the college. (See paragraph 4).
- (d) In respect of pay progression decisions there will be the right of appeal where a teacher believes that they have been wrongly assessed as not yet meeting the professional standards for on the grounds that the person who made the decision either:
  - Incorrectly applied any provision in the national agreed guidance on pay progression decisions
  - Failed to have proper regard for any guidance by the National Joint Council for Staff in Sixth Form Colleges; or
  - Failed to take proper account of relevant evidence; or
  - Took account of irrelevant or inaccurate evidence; or
  - Was biased; or
  - Otherwise unlawfully discriminated against the teacher

4. A member of staff bringing an appeal under the terms of paragraph 3 above shall be entitled to refer to comparability with other similar posts within the college which have similar levels of duties, responsibilities and/or accountabilities. Likewise, the college shall also be entitled to refer to comparability when responding to a member of staff's claim.
5. Where a right of appeal exists, a member of staff must register that they wish to pursue an appeal within one month of being notified of the decision on their claim (see paragraph 2 above).
6. Colleges should devise an appropriate procedure for the hearing of such appeals. This procedure should provide for a speedy and fair consideration of the issue and should take account of the principles contained in the following framework:
  - (i) a member of staff wishing to appeal has the right to put forward a statement of their case (both in writing and verbally) and to be represented by a colleague (who could be the college trade union representative or an appropriate trade union official).
  - (ii) the appeal should be considered by a person or persons either of the same seniority or higher than the postholder who made the decision being appealed against. Where such an appeal hearing includes members of the Corporation, then the result of such a hearing should take the form of a recommendation to the Principal who would retain the responsibility for the final decision.
  - (iii) where those hearing the appeal believe it appropriate, they may seek advice from an independent adviser (acceptable to all parties) who would have no say in the decision itself.
  - (iv) a suitable procedure for the conduct of the appeal hearing is attached.

### **Procedure for the Appeal Hearing**

The procedure at the hearing should normally follow this course:

1. The member of staff or her/his representative will state his/her case.
2. The appropriate member of college management may ask questions of the member of staff or her/his representative.
3. The member of college management will state the college's case.
4. The member of staff or her/his representative may ask questions of the member of college management.
5. The person or persons hearing the appeal may then ask questions of both parties.
6. Closing statements by both parties, with the appellant speaking last.
7. The two parties will then withdraw for the case to be considered. If possible the result of the appeal should be communicated orally on the same day; in any event, it will be communicated in writing to the parties within 5 working days.

## **Notes**

1. The member of staff has a right to be represented by a colleague (who can be the college union representative or an appropriate trade union official).
2. The appropriate member of college management referred to in the procedure as the other party should be the postholder who made the decision on the pay level that is being appealed against.
3. Both parties have the right to submit a written statement, which should be exchanged with the other party and circulated to the person or persons hearing the appeal as early as possible and at the latest 48 hours (2 working days) before the appeal hearing.
4. If after the close of the appeal hearing, the person or persons hearing the appeal wish to clear points of uncertainty, then both parties are to be present to give clarification.

**Professional Duties**

The following duties shall be deemed to be included in the professional duties which a teacher employed by a Sixth Form College may be required to perform.

**1. Teaching**

Planning and preparing courses and lessons

Teaching, according to their educational needs, the students assigned to you including the setting and marking of work to be carried out by the student in college and elsewhere.

Assessing, recording and reporting on the development, progress and attainment of students in each case having regard to the curriculum college.

**2. Other Activities**

- (a) Promoting the general progress and well-being of individual students and of any class or group of students assigned to you.
- (b) Providing guidance and advice to students on educational and social matters and on their further education and future careers, including information about sources of more expert advice on specific questions; making relevant records and reports
- (c) Marking records of and reports on the personal and social needs of students.
- (d) Communicating and consulting with the parents of students.
- (e) Communicating and co-operating with persons or bodies outside the college.
- (f) Participating in meetings arranged for any of the purposes described above.

**3. Assessment and Reports**

Providing or contributing to oral and written assessments, reports and references relating to individual students and groups of students.

**4. Appraisal and Staff Development**

- (a) participating in arrangements made for the appraisal of your performance and that of other staff in the light of the responsibility for the appraisal of staff that is laid on the College Principal by Article 3(2)(c) of the College's Articles of Government
- (b) Reviewing from time to time your methods of teaching and programmes of work.
- (c) Participating in arrangements for your further training and professional development.

**5. Educational Methods**

Advising and co-operating with the Principal and other teachers (or any one or more of them) on the preparation and development of courses of study, teaching materials, teaching programmes, methods of teaching and assessment and pastoral arrangements.

**6. Discipline, Health and Safety**

Maintaining good order and discipline among the students and safeguarding their health and safety both when they are authorised to be on the College premises and when they are engaged in authorised college activities elsewhere.

**7. Staff Meetings**

Participating in meetings at the college which relate to the curriculum for the college or the administration or organisation of the college, including pastoral arrangements.

**8. Cover**

Supervising and so far as practicable teaching any students whose teacher is not available to teach them:

Provided that no teacher shall be required to provide such cover:

(a) after the teacher who is absent or otherwise not available has been so for three or more consecutive working days;

(b) or where the fact that the teacher would be absent or otherwise not available for a period exceeding three consecutive working days was known to the college for two or more working days before the absence commenced unless,

(i) She/he is a teacher employed wholly or mainly for the purpose of providing such cover ('a supply teacher')

(ii) Or  
The college has exhausted all reasonable means of providing a supply teacher to provide cover without success,

(iii) Or  
She/he is a full-time teacher at the college but has been assigned by the Principal in the timetable to teach or carry out other specified duties (Except cover) for less than 75 per cent of those hours in the week during which students are taught at college.

**9. Public Examinations**

Participating in arrangements for preparing students for public examinations and in assessing students for the purposes of such examinations; recording and reporting such assessments; and participating in arrangements for students' presentation for and supervision during such examinations.



**10. Management**

Contributing to the selection for appointment and professional development of other teachers and support staff, including the induction and assessment of new and probationary teachers; co-ordinating or managing the work of other staff; taking such part as may be required of you in the review, development and management of activities relating to the curriculum, organisation and pastoral functions of the College.

**11. Administration**

- (a)** Participating in administration and organisational tasks related to such duties as are described above, including the management or supervision of persons providing support for the teachers in the College and the ordering and allocation of equipment and materials.
- (b)** Attending assemblies, registering the attendance of students and supervising students, whether these duties are to be performed before, during or after College sessions.

**Teachers' Maternity Pay and Leave Scheme**

**A** This scheme applies to all pregnant teachers regardless of the number of hours worked per week.

**B Initial obligations on the teacher**

- (a) Continues to be employed by the college (whether or not at work) until immediately before the start of her absence.
- (b) Notifies the college, in writing, as soon as practicable, but not later than the end of the 15<sup>th</sup> week (unless there is good cause) before the expected week of childbirth that she wishes to be absent for maternity and the expected week of childbirth (EWC). If requested by the college, produces a certificate from a registered medical practitioner or a certified midwife stating the expected week of childbirth.
- (c) Notifies the college in writing at least 28 days before her absence begins, or as soon as is reasonably practical, of the date of the beginning of her absence which shall be no earlier than 11 weeks before the EWC, and that she intends to return to work with her employer (if that is her intention).
- (d) Notifies the college, with at least 28 days' notice, of any change in a previously notified date for the beginning of her absence.
- (e) Does not remain at work if certified medically unfit to do so (taking into account the provisions of the Management of Health and Safety at Work (Amendment) Regulations 1994)
- (f) On receipt of the teacher's notification the college will write to the teacher within 28 days stating her expected date of return from maternity leave.

**C. Ante-natal care**

Any pregnant teacher has the right to paid time off to attend for ante-natal care and must produce evidence of appointments if requested to do so by the college.

**D Rights of the teacher to statutory maternity leave:**

If the teacher complies with B above,

- a) All teachers are entitled to 26 weeks' Ordinary Maternity Leave and 26 weeks' Additional Maternity Leave, i.e. teachers will be entitled to leave of 52 weeks in total
- b) To commence Ordinary Maternity leave not earlier than 11 weeks before the EWC.

- c) To choose when to start her maternity leave, except that her maternity leave will automatically be triggered,
- (i) If, she is absent from work “wholly or partly because of pregnancy or childbirth” after the beginning of the 4<sup>th</sup> week before the EWC.
- (ii) Where the baby is born before maternity leave commences. In these circumstances the day after the date of childbirth shall be regarded as the first day of maternity leave.

**NB:** The teacher should notify the college as soon as is reasonably practicable that she has given birth or that she is absent wholly or partly because of pregnancy.

## **E. Pay During Ordinary Maternity Leave**

### **Statutory Pay**

Employers must pay women on maternity leave Statutory Maternity Pay (SMP) if they satisfy the qualifying conditions.

Employees will be entitled to SMP if:

- they have worked for their employer for 26 weeks at the beginning of 15th week before their due date (known as the EWC or Expected Week of Confinement)
- earn at least the Lower Earnings Limit (LEL) per week on average
- give the correct notice
- give proof of pregnancy

If an employee is not entitled to SMP then the college must give her an SMP1 form so that she can claim Maternity Allowance from the Job Centre Plus.

### **Occupational Pay**

Teachers with at least 1 years’ continuous service at the beginning of the 11<sup>th</sup> week before the expected week of confinement will be entitled to the following:

**Week 1- 6** For the first four weeks, full pay (inclusive of payments made by way of SMP or Maternity Allowance)

For the next two weeks 9/10ths of a week’s pay (inclusive of the payments referred to above)

**Week 7 - 18** Where a teacher has declared in writing that she intends to return to work she will receive half pay without deduction except to the extent that the half pay plus SMP (or MA and any dependant’s allowances if the employee is not eligible for SMP) exceeds full pay. This is paid on the understanding that a teacher will return to employment for at least 13 weeks.

For teachers not intending to return to work, payment will be the teacher’s entitlement to SMP

**Week 19-39** For the remaining 21 weeks the teacher will receive her SMP entitlement

### **Pay During Additional Maternity Leave**

The initial 13 weeks of AML will be paid at the rate of SMP, the remaining 13 weeks will be unpaid.

### **Refund of Maternity Pay**

In the event of a teacher not being available, or being unable to return to her job for 13 weeks in accordance with section F below, she shall refund such sum as the college at their discretion may decide. A teacher with at least one year's continuous service is, however entitled to retain the first six weeks' payment under this scheme (N.B. payments made by way of SMP are not refundable).

### **F. Subsequent Obligations on the teacher**

- (a) To return to her job for at least 13 weeks (including periods of college closure) as a qualifying condition to the maternity pay payable after six weeks' absence (See E above). This requirement may be reduced at the discretion of the college.
- (b) Where the college agrees, a full-time teacher may return to work on a part-time basis for a period which equates to 13 weeks of full-time service. Similarly, where the college agrees, a part-time teacher may return to work on a different part-time basis for a period which equates to 13 weeks' part-time service relating to her previous contract.
- (c) The 13-week period (or part-time equivalent) starts from the date the teacher returns to work or the date during the college holiday on which the teacher is declared medically fit to be available for work.

### **G. Return to work**

- (a) It will be assumed that a teacher will be returning at the end of Ordinary Maternity Leave, or if she chooses to take Additional Maternity Leave, at the end of that period. If a teacher wishes to return earlier than this they must give notice, in writing if requested, of:

8 weeks in the case of a teacher taking OML, and

8 weeks in the case of a teacher choosing also to take AML

Where the notice given is less than above, the college may delay the teacher's return to ensure the appropriate notice, but not beyond the end of the maternity leave period.

The teacher has the right to return to her own job after 26 weeks. After 52 weeks she also has the right to return to the same job unless there is a reason why it is not reasonably practicable for her to return to her old job, in which case she should be offered a 'a similar' job on terms and conditions which are not less favourable than her original job.

- (b) Where it is not practicable, by reason of redundancy, for the college to permit her to return to work in her job, the teacher shall be entitled to be offered a suitable alternative vacancy where one exists, provided that the work to be done in that post is suitable to her and appropriate to the circumstances, and that the capacity and place in which she is to be employed and her terms and conditions of employment are not substantially less favourable to her than if she had been able to return to the job in which she was originally employed.

- (c) Where the teacher is unable to return to work due to sickness she will be regarded as having returned to work and the provisions of the sick pay scheme will apply.

## **1 Definitions**

- 1.1 For the purpose of this scheme, “**a week’s pay**” shall be treated as the amount payable to the teacher under the current contract of employment. If there are significant variations in the teacher’s salary, the average salary over the 12 weeks preceding the date of absence shall be treated as a week’s salary.
- 1.2 **Childbirth** means the birth of a living child, or the birth of a child whether living or dead after 24 weeks pregnancy.
- 1.3 **Continuous service** shall be calculated in accordance with paragraph 40 of the Conditions of Service Handbook.
- 1.4 Nothing in the above provisions shall be construed as providing rights less favourable than statutory rights

## **2 Other Absences**

- 2.1 If, in the early months of pregnancy, a teacher is advised by an approved medical practitioner to absent herself from college because of the risk of rubella, she shall be granted leave with full pay.
- 2.2 Absence on account of illness which is attributable to the pregnancy, including absence on account of miscarriage, and which occurs outside the period of absence for maternity, shall be treated as ordinary absence or sick leave and shall be subject to the conditions normally governing such leave, provided where necessary it is covered by a doctor’s statement.

## **3 Adoption Leave and Pay**

- 3.1 Entitlement to adoption leave and pay were introduced from April 2003 and extended from April 2007 by the Work and Families Act 2006. The key features of the statutory scheme are: Employees have the right to adoption leave and pay in relation to a child newly placed for adoption where the adopter is notified by an approved adoption agency of being matched with a child.
- 3.2 Statutory adoption leave is for the same length of time as statutory maternity leave. Adoptive parents are entitled to 26 weeks’ ordinary adoption leave and up to 26 weeks’ additional adoption leave (up to 52 weeks in total).
- 3.3 It can be taken by either the adopted mother or father (including surrogate mother, same sex partner or civil partner) and one partner can take adoption leave and one can take ‘Paternity’ Leave. The statutory pay arrangements are for 6 weeks at 90% of average earnings and 33 weeks at the same rate as Statutory Maternity Pay. These are the statutory provisions but colleges may wish, however, to introduce their own adoption leave schemes, which could confer similar rights to those available under the Occupational Maternity Scheme.
- 3.4 Colleges will need to see confirmation from the adoption agency.
- 3.5 If the adoption does not work out, the statutory scheme provides for the leave to continue

for 8 weeks before the employee returns to work to provide for a recovery period.

- 3.6 Statutory adoption pay is paid at 90% of average earnings for the first 6 weeks and the current rate of statutory maternity pay for a period of up to 33 weeks.
- 3.7 Adoptive parents must notify their employer of the planned date of leave when matched with a child.
- 3.8 Adoption leave is available to only one parent. The other parent will be eligible for paternity leave.
- 3.9 Adoption leave is available to parents adopting children from within the UK or overseas through an approved adoption agency.
- 3.10 The above are the statutory minimum rights that colleges must give their employees. The Teachers' and Support Staff Handbooks advice at Appendix 5 and Appendix 4 respectively that colleges may wish to introduce their own adoption leave schemes, which could confer similar rights to those available under the occupational maternity schemes. These also deal with the issues of contact during adoption leave and "Keeping in Touch days" during adoption leave.
- 3.11 Other issues that colleges may wish to consider include the following:
  - a) Prospective adoptive parents may need time away from work for meetings with social services, the adoption agencies and the child before adoption takes place.
  - b) Once adoption has taken place, the parents need time to settle the child. Ideally they should have the option of both leave and/or different or reduced working hours.
  - c) Prospective adoptive parents may be given very short notice of when the child will be placed, and procedures need to take this into account.
  - d) From 05 April 2015 the main adopter will be entitled to take time off to attend up to five appointments, and the secondary adopter up to two

#### **4 Contact During Maternity, Adoption Leave and Shared Parental Leave**

- 4.1 During the maternity /adoption and shared parental leave period an employer may make reasonable contact with an employee, and in the same way an employee may make contact with her/his employer. The frequency and nature of the contact will depend on a number of factors, such as: the nature of the work and the employee's post, any agreement that the employer and employee might have reached before leave began as to contact; and whether either party needs to communicate important information to the other, such as, for example, news of changes at the workplace that might affect the employee on her/his return.
- 4.2 The contact between employer and employee can be made in any way that best suits either or both of them. For example, it could be by telephone, by email, by letter, involving the employee making a visit to the workplace, or in other ways.
- 4.3 Employers should note that they must, in any event, keep the employee informed of promotion opportunities and other work related information that the employee would normally be made aware of.
- 4.4 Employers and employees will often find it helpful, before maternity leave /shared parental leave starts, to discuss arrangements for maintaining contact with each other. This might include agreements on the way in which contact will happen, how often, and who will

initiate the contact. It might also cover the reasons for making contact and the types of things that could be discussed.

- 4.5 What constitutes “reasonable” contact will vary according to the circumstances. Some employees will be happy to stay in close touch with the workplace and will not mind frequent contact with the employer. Others, however, will prefer to keep such contact to a minimum.
- 4.6 However, it is important that the amount and type of contact must not be excessive or intrusive and that each teacher must not be required to carry out any work at home.

## **5 Work during the Maternity and Additional Adoption Leave Period – Keeping in Touch Days**

- 5.1 Employees may, by agreement with their employer, do up to ten days’ work – known as “Keeping in Touch days” - under their contract of employment during the maternity or adoption or additional paternity leave period. Such days are different to the reasonable contact that employers and employees may make with one another – described in the section above – as during Keeping in Touch days employees can actually carry out work for the employer, for which they will be paid.
- 5.2 Any work done on any day during the maternity pay or maternity leave period will count as a whole Keeping in Touch day, up to the 10-day maximum. In other words, if an employee comes in for a one-hour training session and does no other work that day, she will have used one of her Keeping in Touch days.
- 5.3 The type of work that the employee undertakes on ‘Keeping in Touch days’ is a matter for agreement between the two parties. They may be used for any activity which would ordinarily be classed as work under the employee’s contract, for which they would be paid, but could be particularly useful in enabling a woman to attend a conference, undertake a training activity or attend for a team meeting for example.

## **6 Paternity Leave / Maternity Support Leave**

### **6.1 Eligibility**

- (a) To qualify for ordinary paternity leave and pay an employee must be or expected to have the main responsibility for the child's upbringing, apart from any responsibility of the mother.
- (b) Be the biological father of the child or the mother's husband or partner including same sex partner of a women who is due to give birth or adopt a child (a partner is someone who lives with the mother of the baby in an relationship but not an immediate relative.)
- (c) Fathers or partners must have 26 weeks’ qualifying service with the college ending with the qualifying week which is the 15<sup>th</sup> week before the expected week of childbirth or the matching week in the case of adoption.

### **6.2 Requirements**

- (a) To notify the college of the planned date of leave in the 15<sup>th</sup> week before the week the baby is due.
- (b) To complete a simple self-declaration form. For example - 'Becoming a parent' (HM

### **6.3 Leave**

- (a) 2 weeks ordinary paternity leave can be taken as 2 consecutive weeks (not separate weeks or odd days).
- (b) Leave can start from the date of the child's birth (whether this is earlier or later than expected or, from a chosen number of weeks (Within 56 days) after the date of the child's birth or from a chosen date later than the first day of the week in which the baby is expected to be born.
- (c) Leave can start on any day of the week on or following the child's birth but must be completed;

Within 56 days of the birth of the child. Or

If the child is born early, within the period from the actual date of birth up to 56 days after the first day of the expected week of birth.

- (d) Only one period of paternity leave is available to the employees irrespective of whether more than one child is born as the result of the same pregnancy.
- (e) An employee can change the start date of paternity leave providing 28 days advance notice is given, unless this is not possible because for example of an early/late birth.
- (f) When a couple adopts, they can chose who takes adoption leave and who takes paternity leave.

### **6.4 Paternity Pay**

- (a) Payment for paternity leave is at the same rate as the current rate of SMP, or 90% of average weekly earnings if this is less.
- (b) Clauses in the conditions of Service handbook for both Support and Teaching Staff enhance the rights available under statute, in the following way;
- (c) The contractual scheme entitles staff to the first week of their paternity leave at full-pay rather than at the statutory level of pay, which is the equivalent of the current rate of SMP.

### **6.5 Maternity Support Leave**

- (a) Leave for the purposes of supporting a women around the time of the birth and to help care for a baby in the early days of its life is most often taken by the father or partner and is commonly known as paternity leave as described above. The statutory scheme including the contractual scheme are paternity leave schemes.
- (b) Leave may also be given to a nominated carer: the person nominated by the mother to assist in the care of the child and to provide support to the mother at the time of the birth. This could be a partner (including same sex partner) of a pregnant women, or another relative or friend. This is commonly known as maternity support leave. Colleges may wish to consider developing a scheme of maternity support leave if they do not have one already.



- (c) Colleges should consider the interaction between entitlements to maternity support leave, parental leave and dependants leave. The contractual entitlement above will supersede any less favourable local agreements that colleges currently have in place in relation to paternity leave.

## **7 Shared Parental Leave**

7.1 Shared Parental Leave enables eligible parents to choose how to share the care of their child during the first year of birth or adoption. Its purpose is to give parents more flexibility in considering how to best care for, and bond with, their child. All eligible employees have a statutory right to take Shared Parental Leave. There may also be an entitlement to some Shared Parental Pay. This policy sets out the statutory rights and responsibilities of employees who wish to take statutory Shared Parental Leave (SPL) and statutory Shared Parental Pay (ShPP).

7.1.1 It is recognised that, from time to time, employees may have questions or concerns relating to their shared parental rights. It is the college's policy to encourage open discussion with employees to ensure that questions and problems can be resolved as quickly as possible.

### **7.2 Eligibility**

7.2.1 The mother/adopter and, one of the following:

- (a) the father of the child (in the case of birth) or
- (b) the spouse, civil partner or partner of the child's mother/ adopter

7.2.2 Both parents must share the main responsibility for the care of the child at the time of the birth/placement for adoption.

7.2.3. Additionally an employee seeking to take SPL must satisfy each of the following criteria:

- a) the mother/adopter of the child must be/have been entitled to statutory maternity/adoption leave or if not entitled to statutory maternity/adoption leave they must be/have been entitled to statutory maternity/adoption pay or maternity allowance and must have ended or given notice to reduce any maternity/adoption entitlements.
- b) the employee must still be working for the college at the start of each period of SPL,
- c) the employee must pass the 'continuity test' requiring them to have a minimum of 26 weeks' service at the end of the 15th week before the child's expected due date/matching date.
- d) the employee's partner must meet the 'employment and earnings test' requiring them in the 66 weeks leading up to the child's expected due date/matching date have worked for at least 26 weeks and earned an average of at least £30 (correct as of 2015) a week in any 13 of those weeks;
- e) the employee must correctly notify the college of their entitlement and provide evidence as required.

7.2.4 Eligible employees may be entitled to take up to 50 weeks SPL during the child's first year in their family. The number of weeks available is calculated using the mother's/adopter's entitlement to maternity/adoption leave, which allows them to take up to 52 weeks' leave. If they reduce their maternity/adoption leave entitlement then they and/or their partner may

opt-in to the SPL system and take any remaining weeks as SPL.

7.2.5 A mother/adopter may reduce their entitlement to maternity/adoption leave by returning to work before the full entitlement of 52 weeks has been taken, or they may give notice to curtail their leave at a specified future date.

7.2.6 If the mother/adopter is not entitled to maternity/adoption leave but is entitled to Statutory Maternity Pay (SMP), Statutory Adoption Pay (SAP) or Maternity Allowance (MA), they must reduce their entitlement to less than the 39 weeks. If they do this, their partner may be entitled to up to 50 weeks of SPL. This is calculated by deducting from 52 the number of weeks of SMP, SAP or MA taken by the mother/adopter.

7.2.7 SPL can commence as follows:

- The mother can take SPL after she has taken the legally required two weeks of maternity leave immediately following the birth of the child
- The adopter can take SPL after taking at least two weeks of adoption leave
- The father/partner/spouse can take SPL immediately following the birth/placement of the child, but may first choose to exhaust any paternity leave entitlements (as the father/partner cannot take paternity leave or pay once they have taken any SPL or ShPP).

7.2.8 Where a mother/adopter gives notice to curtail their maternity/adoption entitlement then the mother/adopter's partner can take leave while the mother/adopter is still using their maternity/adoption entitlements.

7.2.9 SPL will generally commence on the employee's chosen start date specified in their leave booking notice, or in any subsequent variation notice.

7.2.10 If the employee is eligible to receive it, Shared Parental Pay (ShPP) may be paid for some, or all, of the SPL period (see "Shared Parental Pay" below). SPL must end no later than one year after the birth/placement of the child. Any SPL not taken by the first birthday or first anniversary of placement for adoption is lost.

### 7.3 Notification

7.3.1 An employee entitled and intending to take SPL must give the college notification of their entitlement and intention to take to SPL, at least eight weeks before they can take any period of SPL.

7.3.2 Part of the eligibility criteria requires the employee to provide the college with correct notification. Notification must be in writing and requires each of the following:

- the name of the employee;
- the name of the other parent;
- the start and end dates of any maternity/adoption leave or pay, or maternity allowance, taken in respect of the child and the total amount of SPL available;
- the date on which the child is expected to be born and the actual date of birth or, in the case of an adopted child, the date on which the employee was notified of having been matched with the child and the date of placement for adoption;
- the amount of SPL the employee and their partner each intend to take

- a non-binding indication of when the employee expects to take the leave.

7.3.3 The employee must provide the college with a signed declaration stating:

- that they meet, or will meet, the eligibility conditions and are entitled to take SPL;
- that the information they have given is accurate;
- if they are not the mother/adopter they must confirm that they are either the father of the child or the spouse, civil partner or partner of the mother/adopter;
- that should they cease to be eligible they will immediately inform the college.

7.3.4 The employee must provide the college with a signed declaration from their partner confirming:

- their name, address and national insurance number (or a declaration that they do not have a national insurance number);
- that they are the mother/adopter of the child or they are the father of the child or are the spouse, civil partner or partner of the mother/adopter;
- that they satisfy the ‘employment and earnings test’ (see section 4 on eligibility for Shared Parental Leave” above), and had at the date of the child’s birth or placement for adoption the main responsibility for the child, along with the employee;
- that they consent to the amount of SPL that the employee intends to take;
- that they consent to the college processing the information contained in the declaration form; and
- (in the case whether the partner is the mother/adopter), that they will immediately inform their partner should they cease to satisfy the eligibility conditions.

## **7.4 Evidence of Eligibility**

7.4.1 The college will, within 14 days of the SPL entitlement notification being given, request:

- the name and business address of the partner’s employer (where the employee’s partner is no longer employed or is self-employed their contact details must be given instead)
- in the case of biological parents, a copy of the child’s birth certificate (or, where one has not been issued, a declaration as to the time and place of the birth).
- in the case of an adopted child, documentary evidence of the name and address of the adoption agency, the date on which they were notified of having been matched with the child and the date on which the agency expects to place the child for adoption

7.4.2 In order to be entitled to SPL, the employee must produce this information within 14 days of the colleges’ request.

## **7.5 Fraudulent Claims**

7.5.1 The college can, where there is a suspicion that fraudulent information may have been

provided or where the college has been informed by the HMRC that a fraudulent claim was made, investigate the matter further in accordance with the usual college investigation and disciplinary procedures, and also without acting in a discriminatory manner in relation to any of the protected characteristics defined in the Equality Act 2010.

## **7.6 Discussions regarding Shared Parental Leave**

- 7.6.1 An employee considering/taking SPL is encouraged to contact [HR department/name of individual college contact] to arrange an informal discussion as early as possible regarding their potential entitlement, to talk about their plans and to enable the college to support the individual.
- 7.6.2 The [HR department/name of individual college contact] may upon receiving a notification of entitlement to take SPL seek to arrange an informal discussion with the employee to talk about their intentions and how they currently expect to use their SPL entitlement
- 7.6.3 Upon receiving a leave booking notice the [HR department/name of individual college contact] will usually arrange a meeting to discuss it. Where a notice is for a single period of continuous leave, or where a request for discontinuous leave can without further discussion be approved in the terms stated in the employee's notice booking leave, a meeting may not be necessary
- 7.6.4 Where a meeting is arranged it should take place in private and be arranged in advance. If the initial date is problematic then another date will be arranged if possible. If an alternative date cannot be arranged then the meeting may be held over the telephone
- 7.6.5 At the meeting the employee may, if they wish, be accompanied by a workplace colleague or trade/ professional association union representative
- 7.6.6 The purpose of the meeting is to discuss in detail the leave proposed and what will happen while the employee is away from work. Where it is a request for discontinuous leave the discussion may also focus on how the leave proposal could be agreed, whether a modified arrangement would be agreeable to the employee and the college, and what the outcome may be if no agreement is reached.

## **7.7 Booking Shared Parental Leave**

- 7.7.1 In addition to notifying the employer of entitlement to SPL/ShPP, an employee must also give notice to take the leave. In many cases, notice to take leave will be given at the same time as the notice of entitlement to SPL.
- 7.7.2 The employee has the right to submit three notifications specifying leave periods they are intending to take. Each notification may contain either (a) a single period of weeks of leave; or (b) two or more weeks of discontinuous leave, where the employee intends to return to work between periods of leave.
- 7.7.3 Allowing an employee to submit three notifications to book/vary leave is a statutory entitlement.
- 7.7.4 SPL can only be taken in complete weeks but may begin on any day of the week. For example if a week of SPL began on a Tuesday it would finish on a Monday. Where an employee returns to work between periods of SPL, the next period of SPL can start on any day of the week.

7.7.5 The employee must book SPL by giving the correct notification at least eight weeks before the date on which they wish to start the leave and (if applicable) receive ShPP.

## **7.8 Continuous leave notifications\_**

7.8.1 A notification can be for a period of continuous leave, which means a notification of a number of weeks taken in a single unbroken period of leave (for example, six weeks in a row).

7.8.2 An employee has the right to take a continuous block of leave notified in a single notification, so long as it does not exceed the total number of weeks of SPL available to them (specified in the notice of entitlement) and the employer has been given at least eight weeks' notice.

7.8.3 An employee may submit up to three separate notifications for continuous periods of leave.

## **7.9 Discontinuous leave notifications**

7.9.1 A single notification may also contain a request for two or more periods of discontinuous leave, which means asking for a set number of weeks of leave over a period of time, with breaks between the leave where the employee returns to work.

7.9.2 Where there is concern over accommodating the notification, the college or the employee may seek to arrange a meeting to discuss the notification with a view to agreeing an arrangement that meets both the needs of the employee and the college.

7.9.3 The college will consider a discontinuous leave notification but has the right to refuse it. If the leave pattern is refused, the employee can either withdraw it within 15 days of giving it, or can take the leave in a single continuous block.

## **7.10 Responding to a Shared Parental Leave notification**

7.10.1 Once the [HR department/name of individual college contact] receives the leave booking notice, it will be dealt with as soon as possible, but a response will be provided no later than the 14th day after the leave request was made.

\*All notices for continuous leave will be confirmed in writing.

7.10.2 All requests for discontinuous leave will be carefully considered, weighing up the potential benefits to the employee and to the college against any adverse impact to the business.

7.10.3 Each request for discontinuous leave will be considered on a case-by-case basis. Agreeing to one request will not set a precedent or create the right for another employee to be granted a similar pattern of SPL.

7.10.4 The employee will be informed in writing of the decision as soon as is reasonably practicable, but no later than the 14th day after the leave notification was made. The request may be granted in full or in part: for example, the college may propose a modified version of the request.

7.10.5 If a discontinuous leave pattern is refused then the employee may withdraw the request without detriment on or before the 15th day after the notification was given; or may take the total number of weeks in the notice in a single continuous block. If the employee chooses to take the leave in a single continuous block, the employee has until the 19th day from the date the original notification was given to choose when they want the leave

period to begin. The leave cannot start sooner than eight weeks from the date the original notification was submitted. If the employee does not choose a start date then the leave will begin on the first leave date requested in the original notification. Although it is said that any request will be given careful consideration and responded to, it may be worth noting that if the college were not to respond, the default position is that a continuous period of SPL would start on the first day of the first block of discontinuous SPL requested.

### **7.11 Variations to arranged Shared Parental Leave**

7.11.1 The employee is permitted to vary or cancel an agreed and booked period of SPL, provided that they advise the college in writing at least eight weeks before the date of any variation. Any new start date cannot be sooner than eight weeks from the date of the variation request.

7.11.2 Any variation or cancellation notification made by the employee, including notice to return to work early, will usually count as a new notification reducing the employee's right to book/vary leave by one. However, a change as a result of a child being born early, or as a result of the college requesting it be changed, and the employee being agreeable to the change, will not count as further notification. Any variation will be confirmed in writing by the college.

## **8. Statutory Shared Parental Pay (ShPP)**

8.1 Eligible employees may be entitled to take up to 37 weeks ShPP while taking SPL. The amount of weeks available will depend on the amount by which the mother/adopter reduces their maternity/adoption pay period or maternity allowance period.

8.2 ShPP may be payable during some or all of SPL, depending on the length and timing of the leave.

8.3 In addition to meeting the eligibility requirements for SPL, an employee seeking to claim ShPP must further satisfy each of the following criteria:

- a) the mother/adopter must be/have been entitled to statutory maternity/adoption pay or maternity allowance and must have reduced their maternity/adoption pay period or maternity allowance period;
- b) the employee must intend to care for the child during the week in which ShPP is payable;
- c) the employee must have an average weekly earnings for the period of eight weeks leading up to and including the 15th week before the child's expected due date/matching date are not less than the lower earnings limit in force for national insurance contributions;
- d) the employee must remain in continuous employment until the first week of ShPP has begun;

8.4 The employee must give proper notification in accordance with the rules set out below.

8.4.1 Where an employee is entitled to receive ShPP they must, at least eight weeks before receiving any ShPP, give the college written notice advising of their entitlement to ShPP. To avoid duplication, if possible, this should be included as part of the notice of entitlement to take SPL.

8.5 In addition to what must be included in the notice of entitlement to take SPL, any notice that advises of an entitlement for ShPP must include:

- 8.5.1 the start and end dates of any maternity/adoption pay or maternity allowance;
- 8.5.2 the total amount of ShPP available, the amount of ShPP the employee and their partner each intend to claim, and a non-binding indication of when the employee expects to claim ShPP;
- 8.5.3 a signed declaration from the employee confirming that the information they have given is correct, that they meet, or will meet, the criteria for ShPP and that they will immediately inform the college should they cease to be eligible.
- 8.6 It must be accompanied by a signed declaration from the employee's partner confirming:
  - 8.6.1 their agreement to the employee claiming ShPP and for the college to process any ShPP payments to the employee;
  - 8.6.2 (in the case whether the partner is the mother/ adopter) that they have reduced their maternity/adoption pay or maternity allowance;
  - 8.6.3 (in the case whether the partner is the mother/ adopter) that they will immediately inform their partner should they cease to satisfy the eligibility conditions.
- 8.7 Any ShPP due will be paid at a rate set by the Government for the relevant tax year.

## **8.8 Terms and Conditions during Shared Parental Leave**

- 8.8.1 During the period of SPL, the employee's contract of employment continues in force and they are entitled to receive all their contractual benefits, except for salary. Contractual annual leave entitlement will continue to accrue.
- 8.8.2 Pension contributions will continue to be made during any period when the employee is receiving ShPP but not during any period of unpaid SPL. Employee contributions will be based on actual pay, while the college's contributions will be based on the salary that the employee would have received had they not been taking SPL

## **9 Annual Leave**

- 9.1 SPL is granted in addition to an employee's normal annual holiday entitlement. Employees are reminded that holiday should wherever possible be taken in the year that it is earned. Where an SPL period overlaps two leave years the employee should consider how their annual leave entitlement can be used to ensure it is not untaken at the end of the employee's holiday year.

## **10 Contact during Shared Parental Leave**

- 10.1 Before an employee's SPL begins, the college will discuss the arrangements for them to keep in touch during their leave. The college reserves the right in any event to maintain reasonable contact with the employee from time to time during their SPL. This may be to discuss the employee's plans to return to work, to ensure the individual is aware of any possible promotion opportunities, to discuss any special arrangements to be made or training to be given to ease their return to work or simply to update them on developments at work during their absence.

## **11 Shared Parental Leave in Touch days**

- 11.1 An employee can agree to work for the college (or attend training) for up to 20 days during SPL without bringing their period of SPL to an end or impacting on their right to claim ShPP



for that week. These are known as "Shared Parental Leave In Touch" or "SPLIT" days. Any work carried out on a day or part of a day shall constitute a day's work for these purposes.

- 11.2 The college has no right to require the employee to carry out any work, and is under no obligation to offer the employee any work, during the employee's SPL. Any work undertaken is a matter for agreement between the college and the employee. An employee taking a SPLIT day will receive full pay for any day worked. If a SPLIT day occurs during a week when the employee is receiving ShPP, this will be effectively 'topped up' so that the individual receives full pay for the day in question. Any SPLIT days worked do not extend the period of SPL.
- 11.3 An employee, with the agreement of the college, may use SPLIT days to work part of a week during SPL. The college and the employee may use SPLIT days to affect a gradual return to work by the employee towards the end of a long period of SPL or to trial a possible flexible working pattern.

## **12. Returning to work after Shared Parental Leave**

- 12.1 The employee will have been formally advised in writing by the college of the end date of any period of SPL. The employee is expected to return on the next working day after this date, unless they notify the college otherwise. If they are unable to attend work due to sickness or injury, the college's normal arrangements for sickness absence will apply. In any other case, late return without prior authorisation will be treated as unauthorised absence.
- 12.2 If the employee wishes to return to work earlier than the expected return date, they may provide a written notice to vary the leave and must give the college at least eight weeks' notice of their date of early return. This will count as one of the employee's notifications.
- 12.3 If they have already used their three notifications to book and/or vary leave then the college does not have to accept the notice to return early but may do if it is considered to be reasonably practicable to do so.
- 12.4 On returning to work after SPL, the employee is entitled to return to the same job if the employee's aggregate total statutory maternity/paternity/adoption leave and SPL amounts to 26 weeks or less, he or she will return to the same job. The same job is the one they occupied immediately before commencing maternity/paternity/adoption leave and the most recent period of SPL, on the same terms and conditions of employment as if they had not been absent.
- 12.5 If their maternity/paternity/adoption leave and SPL amounts to 26 weeks or more in aggregate, the employee is entitled to return to the same job they held before commencing the last period of leave or, if this is not reasonably practicable, to another job which is both suitable and appropriate and on terms and conditions no less favourable.
- 12.6 If the employee also takes a period of unpaid parental leave of 4 weeks or less this will have no effect on the employee's right to return and the employee will still be entitled to return to the same job as they occupied before taking the last period of leave if the aggregate weeks of maternity/paternity/adoption and SPL do not exceed 26 weeks.
- 12.7 If a parent takes a period of 5 weeks of unpaid parental leave, even if the total aggregate weeks of maternity/paternity/adoption and SPL do not exceed 26 weeks, the employee will be entitled to return to the same job they held before commencing the last period of leave or, if this is not reasonably practicable, to another job which is suitable and appropriate and on terms and conditions no less favourable.



## **Additional Joint Guidance on Work Life Balance**

This document is a result of discussions in the National Joint Council for Sixth Form Colleges. It aims to set out the ways that Sixth Form Colleges can balance a positive approach to working arrangements with the needs of colleges as providers of education. It recognises that it is in the interests of colleges to adopt policies that allow employees to balance their working lives with their personal needs and responsibilities. Nevertheless, it is recognised that many colleges already have their own arrangements in this respect and that in many areas it is sensible for individual colleges to find their own solutions. The overall message is that flexibility in the area of working arrangements is encouraged wherever it is not detrimental to the needs of the college.

Guidance is provided in the following areas:

- Parental leave
- Time off for dependants (urgent family leave)
- Time off for fertility treatment
- Time off for religious observances
- Flexible Working

### **1. Parental Leave**

#### **Statutory Entitlements (The Default Scheme)**

The Maternity and Parental Leave (EU Directive) Regulations 2013 and the Paternity and Adoption (Amendment) Regulations, which implement certain provisions of the Work and Families Act 2006, and provide a number of rights in relation to Parental Leave. Often referred to as the ‘fallback’ or ‘default scheme’ these are the minimum rights to which employees are eligible without a collective or workforce agreement. These *minimum* rights are:

- Qualifying employees are entitled to take 18 weeks leave, up to the child’s 18th birthday for all employees with continuous service of one year or more.
  - The leave is to be unpaid.
  - To be taken in units of one week (exception for parents of disabled children).
  - They have 1 years’ service
  - They are named on the child’s birth or adoption certificate
  - They have been or expect to have parental responsibility
  - They’re not self-employed or a ‘worker’ – e.g. an agency worker or contractor
  - They’re not a foster parent (unless they’ve secured parental responsibility through the courts).
  - The child is under 18
    - The parents of a child do not have to be living with the child in order to qualify for parental leave but the leave must be to care for the child.

- In some cases parental responsibility will have been given to someone other than a natural or adoptive parent, such as a guardian. If an individual has acquired parental responsibility for the child, he or she can qualify for parental leave.
- The NJC recognises, however, that there may well be circumstances where an employee has an unofficial parental responsibility for a child. Colleges are advised to be flexible in considering whether it would be appropriate to confer the right to parental leave to such employees. This could include, for example, long-term foster parents, step-parents or grandparents.
  - The College can postpone the leave for no longer than six months after the beginning of the period that the employee originally wanted to start his or her parental leave, if it considers that the employee's absence would unduly disrupt the business, 'a significant reason'.
  - No postponement can be made where the request is to take parental leave immediately after the birth or adoption of a child.
  - At the end of parental leave an employee is guaranteed the right to return to the same job as before or, if that is not practicable, to a similar job which has the same or better status, terms and conditions as the old job; where the leave taken is for a period of four weeks or less<sup>1</sup> the employee will be entitled to go back to the same job.

The statutory entitlement is the basic minimum set of rights to which employees are entitled. Good practice suggests that Sixth Form Colleges will provide rights over and above the minimum where this is possible without jeopardising the effective operation of the college concerned. Each college will wish to decide on the particular elements to include in its own parental leave scheme. Set out below are suggestions in this respect.

## **2. Parental Leave During Term Time**

- 2.1 Parental leave is for parents, adoptive parents and guardians to care for their children. Parental leave policies recognise the complexity of reconciling particular work patterns with responsibilities for young children. They provide a framework to agree time away from work to enable employees to participate more fully in their children's lives and support their development.
- 2.2 Although there may be periods when it is essential that teachers and support staff are present in college, to a certain extent this will depend upon the individual circumstances of each college. Therefore where the needs of the employee and the college can be matched colleges are advised to make every effort to comply with requests for parental leave during term time and not to postpone the leave unless to grant it would unduly disrupt the business. Colleges should be aware that they will need to have objective justification for any postponement.

## **3. Paid Parental Leave**

As it is felt unlikely that many parents will take parental leave if it is unpaid, colleges may wish to consider whether some or all of it should be paid.

## **4. Patterns of Parental Leave**

The default scheme requires parental leave to be taken in units of one week and no more than 4 weeks to be taken in any one year. Colleges should consider whether a more flexible system could better meet the needs of both parents and colleges. For example, in some circumstances, it may be easier to accommodate the odd day or two or shorter working days. Or, cover might be more easily arranged for periods longer than one week.

<sup>1</sup> An employee will only be able to take more than four weeks in any one year if the college has agreed to it i.e. has conferred a right over and above that provided by the 'default scheme'.

## 5. Notice Requirements

The statutory notice period for taking parental leave is 21 days and the employee must give the dates when the leave is to start and finish.

Colleges may wish to consider allowing the partners of pregnant women to take parental leave without the usual notice requirements immediately before the birth if desired. In addition, colleges may wish to consider allowing such partners to take up to one week's parental leave immediately before the birth if desired. Clearly this right would be qualified with the proviso that it is dependent upon the ability to match the needs of the employee with those of the college

## 6. Time Off for Dependants (Urgent Family Leave)

### Statutory Entitlements

The Employment Relations Act 1999 has inserted provisions into the Employment Rights Act 1996 regarding time off for dependants. The main elements of the statutory scheme are:

The right to reasonable time off work to deal with the following situations:

- To provide assistance on an occasion when a dependant falls ill, gives birth or is injured or assaulted,
- To make arrangements for the provision of care for a dependant who is ill or injured,
- In consequence of the death of a dependant,
- Because of the unexpected disruption or termination of arrangements for the care of a dependent, or
- To deal with an incident, which involves a child of the employee, and which occurs unexpectedly in a period during which an educational establishment that the child attends is responsible for him.
- There is no minimum service is required to qualify for the leave.
- The leave is to be unpaid.
- A dependent is defined as the employee's:
  - Spouse
  - Civil Partner
  - Child
  - Parent, or
  - Person who lives in the same household as the employee, otherwise than by reason of being their employee, tenant, lodger, or boarder.

The definition of a dependant also includes any person who reasonably relies on the employee:

- For assistance on an occasion when the person falls ill or is injured or assaulted, or
- To make arrangements for the provision of care in the event of illness or injury.

The definition of a dependant also includes any person who reasonable relies on the employee to make arrangements for the provision of care.

The above are the minimum statutory rights to which all employees are entitled. In addition, the Teachers and the Support Staff Conditions of Service Handbooks include, at paragraph 36, the following provision:

‘Additional leave, with or without pay, may be granted in special circumstances at the discretion of the college’.

Clearly many individual colleges will have their own policies and procedures in this area. Colleges will need to look at the interaction of these with the statutory requirements and are encouraged also to be flexible with regard to enhancing the statutory minimum. A reasonable enhancement of legal entitlements can contribute to a workplace culture of caring for employees. Colleges may wish to consider, for example:

- Extending the right to wider categories of absence. For example, college policies may extend the statutory rights to cover situations which might not strictly fall under the statutory definition of emergency, and include the right to additional time, paid or unpaid, away from work than that strictly required to comply with the law.
- Providing paid leave to employees covering some element of the leave, should there be no current arrangement or procedure already in place.
- Exercising a degree of discretion on the enhancement of legal rights. This is helpful in tailoring rights to leave to the circumstances of the case (for example, the need to arrange/travel to funerals abroad). However, colleges will need to consider how such discretion can be exercised fully.

## **7. Time Off for Fertility Treatment**

Time off for fertility treatment may involve taking time off for appointments or treatment. In a few instances, many visits may be necessary over a lengthy period of time. Fertility problems can be very stressful. Treatment may include counselling sessions.

Unlike most other medical treatments, employees with fertility problems may have difficulty getting the necessary time off. Their partners may have even greater difficulties getting away from work to attend appointments together.

Colleges may wish to formulate a policy for time off for fertility treatment. This could include an element of paid as well as unpaid leave.

## **8. Time Off for Religious Observances**

### **Statutory Entitlements**

Article 9 of the Human Rights Act covers freedom of thought, conscience and religion, and may cover the right to reasonable time away from work for religious observance.

The Equality Act 2010 replaces the Employment Equality (Religion and Belief) Regulations which prohibited direct and indirect discrimination on grounds of religion and belief. Indirect discrimination arises where employer policies on leave of absence particularly disadvantage some religious groups in comparison to others. Discrimination on grounds of religion may also amount to race discrimination.

Time away from work may be needed by employees whose religious duties are not covered by weekends and the current statutory bank holidays. This can include days off for festivals, time away from work during the day for prayer, and adjusting working time to accommodate periods of fasting (e.g. reducing the lunch hour and enabling an earlier departure from work).

Enabling employees to respect their religious observances is an important component of any equal opportunities policy, and contributes to attracting a diverse workforce.

In light of the above colleges may wish to establish policies for allowing staff time off for religious observances. Issues that they may wish to take into account include:

- Time off for religious observance can be planned in advance. Policies need to establish reasonable notification periods.
- Some religions require their adherents to make pilgrimages, which may in turn lead to requests for extended leave under this heading.
- Some religious events occur on different dates each year
- Reference to the policies in recruitment literature may assist colleges in improving recruitment among ethnic minority staff.
- Where the need for breaks during the working period is for prayer, the college should consider providing access to quiet facilities where this can take place.
- It might be possible for time off for prayer to be made up through, for example, shorter lunch breaks, or earlier or later working times, bearing in mind the requirements for breaks in the Working Time Regulations.
- It should be remembered that depth of religious belief varies between individuals. Simply because some employees of a particular faith may not wish to celebrate certain festivals this should not be used as the reason for denying time off to celebrate these festivals for other employees of a similar faith.

## **9. Flexible Working**

### **Statutory Entitlement**

There are no specific entitlements to flexible working patterns. However, under the Flexible Working (Eligibility, Complaints and Remedies) Regulations 2002 all employees the statutory right to request flexible working, (making a statutory application). This is statutory right to request only and not an automatic entitlement. Colleges will need to give due consideration to any requests received. Colleges will also wish to bear in mind the need to treat staff equally. Specifically they will wish to ensure that any arrangements are in accordance with acts below which are now considered under the Equality Act 2010.

- The Sex Discrimination Act 1975  
Unreasonable refusal to consider requests for part-time work for women returning from maternity leave may contravene the SDA.
- The Disability Discrimination Act 1995  
Provides the right for disabled people to work reduced hours or to work a different work pattern if they require this to carry out the job, and it is a reasonable adjustment to the job.

*The Equality Act 2010 replaces and harmonises the legislation above.*

- The Working Time Regulations 1999  
Relevant to flexitime - need to be aware of the WTR regarding breaks and the number of hours worked over a particular period.
- Relevant to average/annualised hours – must take account of the relevant parts of the WTR regarding breaks and the number of hours worked in any particular period.  
Relevant to swapping hours<sup>2</sup> - must take account of the relevant parts of the WTR regarding breaks and the number of hours worked in any particular period.
- The Part-Time Workers Regulations 2000  
Part-time employees must not be treated less favourably than a comparable full-time employee under the Part-Time Workers Regulations 2000.

The Education sector has a high percentage of annualised hours, term-time working and part-time working. This allows colleges to meet the unique demands of the sector and can be to the benefit of staff, particularly those with childcare responsibilities. However, the NJC for Sixth Form Colleges recognises the importance of allowing as many staff as possible to get a better balance between paid work and other life priorities. It is therefore recommended that, when reviewing working time and patterns, colleges should explore all types of 'non-standard' working arrangements including changes to working hours, changing the time when work is carried out, job-share, flexitime and flexible working patterns.

Colleges will note that paragraphs 36 and 16 respectively of the Teachers and the Support Staff Conditions of Service Handbooks, i.e.

*'Additional leave, with or without pay, may be granted in special circumstances at the discretion of the college'*

can be used to provide for a greater work-life balance for staff who wish to take leave other than for family/dependency related reasons e.g. sabbaticals, the 'holiday of a lifetime', study, etc.

In addition to the statutory requirement not to unreasonably refuse an employee's request to return to part time after maternity leave, colleges should give consideration to applications for flexible working for such staff.

The effect of changing hours on the pension and leave entitlement of the employee should be made clear to the employee.

<sup>2</sup> This is where employees are able to exchange hours with colleagues doing the same type of work at different times of the day.

It may not be possible to accommodate all requests to change working times and patterns. However, colleges are advised to give sympathetic consideration to such requests, notwithstanding that any changes would have to fit in with the service needs of the college. Colleges may wish to accommodate temporary changes to working times and patterns either to trial the effectiveness of changes or to meet specific circumstances.

## **NJC Joint Guidance on Taking Decisions on Pay Progression**

### **1. Introduction**

This agreed NJC guidance document sets out the process to be followed in taking decisions on pay progression on the pay structure for Sixth Form College teachers agreed by the NJC for Sixth Form Colleges. It should be read in conjunction with the NJC's agreed guidance on appraisal (Appendix 8); the Teacher Standards for Sixth Form College teachers (Appendix 7A); and where appropriate the separate NJC guidance on transition to and implementation of the pay structure.

When considering the factors to be considered in taking pay progression decisions, and the criteria for progression, it should always be borne in mind that the emphasis in the pay framework is on promoting career progression and rewarding teachers' practice and that it has not been designed with the intention of reducing rates of pay progression.

### **2 Basic Features of the Pay Framework**

The framework links pay progression for all teachers to the colleges' annual review/appraisal process and is underpinned by the agreed Teacher Standards.

The pay spine for Sixth Form College teachers is a single 9-point pay scale. Progression on the scale is an entitlement, subject to acceptable appraisal outcomes, and the opportunity to secure progression is annual and not dependent on an application process.

Responsibility allowances are a flexible system allowing appointments either to a spot salary or to a range to aid performance progression.

The Leadership spine consists of a 27 point spine and provides a structure that can, if colleges wish, encompass senior posts previously paid outside the scope of the national pay framework.

The Teachers Standards have been designed to set out a basic framework within which all Sixth Form College teachers should operate from the point of appointment. The standards will be applied as appropriate to the role and context within which a teacher is practicing. Similarly, when assessing teachers' performance against the backdrop of the standards, appraisers should consider what should reasonably be expected of a teacher in the relevant role and at the relevant stage of their career, with the starting point being the assumption that the teacher is continuing to meet those Standards unless there is evidence to the contrary.

Discussion will be necessary at individual College level, including consultation with teacher union representatives, on the implementation and application of the pay structure.

### **3 Process for Annual Appraisal and Pay Review**

The expectation of the framework is that every teacher should perform at an acceptable level, as measured and judged through the College's own annual Self-Assessment Report (SAR) and staff appraisal systems.

Colleges conduct annual appraisals at different times of the year. This is not an issue for this process provided the College is in a position to make decisions about pay progression for September 1st of each year where appropriate. However, because some College appraisal processes extend beyond September 1<sup>st</sup> (e.g. to take account of summer exam results and



outcome) a decision on pay progression can be delayed until the process is complete and then backdated to September 1<sup>st</sup>.

The Teachers Standards for Sixth Form College teachers are set out in Appendix 7A. It is not expected that teachers will achieve all the standards immediately and for many standards some phasing will be appropriate. The primary purpose of the standards is to provide a consistent and transparent set of criteria and professional behaviours to underpin individual college annual reviews and appraisal systems

For the purposes of pay progression, teachers who meet the standards as evidenced by acceptable appraisal outcomes will be entitled to pay progression where they are eligible. Teachers will not have to apply for progression but as part of the review process will be required to complete an Appraisal record (Appendix 7C), which incorporates the authorisation for additional pay from the Principal. No further evidence will be required from teachers whose appraisal record has been signed off as acceptable.

Teachers whose appraisal record indicates concerns will have opportunities to address those concerns and may be required to provide evidence that their performance is acceptable before pay progression is authorised. Any teacher eligible for pay progression whose appraisal evidences unacceptable performance will be aware of both the reasons for pay progression being withheld and what they will need to do to improve and the support available for this required improvement.

The underlying principle underpinning the review and appraisal process is that teachers are assumed to be performing at an acceptable standard unless there is evidence to suggest otherwise. There is no requirement to provide evidence for every standard, or indeed any standard, unless there is a concern over performance. If a line manager has a concern, this should be raised with the teacher when it arises. The line manager should explain the concern and the teacher should then be invited to provide evidence that the standard is in fact being met. If that evidence is not forthcoming then the teacher and line manager should agree and record actions to remedy the situation such as CPD and other supportive measures. Any decision not to recommend pay progression has to be based on clear evidence that the standards are not being met and that the teacher has been given every opportunity to put things right.

Pay progression on the Leadership spine, and on Responsibility allowance ranges where such allowances are paid in the form of a range, should depend on meeting the national teaching standards and any responsibility or leadership-specific objectives set the previous year at the appraisal/annual review meeting. The management standards attached to Appendix 7B can be used as a starting point for agreed objectives specific to each responsibility and leadership role. Colleges could also devise their own responsibility and leadership standards and use these to assess suitability for performance progression payments. Such standards should not, however, form part of decisions on progression on the Pay Spine for Sixth Form College teachers, which should remain separate from decisions on progression on Responsibility payment ranges.

Decisions to withhold pay progression are subject to appeal. The appeal process regarding decisions over pay is set out in the conditions of service handbook. Colleges are advised that whenever it is expected that a decision will be taken to withhold progression, the teacher concerned should be advised of this and allowed to make representations to the person or committee taking the decision before the decision is taken. This will obviate the need for the usual informal stage of grievance processes requiring the decision-maker to consider representations asking them to reconsider. If progression is withheld, the appeals process in the conditions of service handbook may then be followed immediately.

## **Appendix 7A: Teacher Standards for Sixth Form College Teachers**

### **Standard 1 – Effective Teaching and Learning**

A teacher must:

1.1. Set high expectations which inspire, motivate and challenge students

For example, teachers will

- establish a safe and stimulating environment for students, rooted in mutual respect
- set goals that stretch and challenge students of all backgrounds, abilities and dispositions
- demonstrate the positive attitudes, values and behaviour which are expected of students.

S1.2. Promote good progress and outcomes by students

For example, teachers will

- be accountable for students' attainment, progress and outcomes
- be aware of students' capabilities and their prior knowledge, and plan teaching to build on these
- guide students to reflect on the progress they have made and their emerging needs
- demonstrate knowledge and understanding of how students learn and how this impacts on teaching
- encourage students to take a responsible and conscientious attitude to their own work and study.

S1.3. Demonstrate good subject and curriculum knowledge

For example, teachers will

- have a secure knowledge of the relevant subject(s) and curriculum areas, foster and maintain students' interest in the subject, and address misunderstandings
- demonstrate a critical understanding of developments in the subject and curriculum areas, and promote the value of scholarship
- demonstrate an understanding of and take responsibility for promoting high standards of literacy, articulacy and the correct use of standard English, whatever the teacher's specialist subject

S1.4 Plan and teach well-structured lessons

For example, teachers will

- impart knowledge and develop understanding through effective use of lesson time
- promote a love of learning and young people's intellectual curiosity
- set homework and plan other out-of-class activities to consolidate and extend the knowledge and understanding students have acquired
- reflect systematically on the effectiveness of lessons and approaches to teaching
- contribute to the design and provision of an engaging curriculum and scheme of work within the relevant subject area(s).

S1.5 Adapt teaching to respond to the strengths and needs of all students

For example, teachers will

- know when and how to differentiate appropriately, using approaches which enable students to be taught effectively
- have a secure understanding of how a range of factors can inhibit students' ability to learn, and how best to overcome these
- demonstrate an awareness of the physical, social and intellectual development of young people, and know how to adapt teaching to support students' education at different stages of development
- have a clear understanding of the needs of all students, including those with special educational needs; those of high ability; those with English as an additional language; those with disabilities; and be able to use and evaluate distinctive teaching approaches to engage and support them.

#### S1.6 Make accurate and productive use of assessment

For example, teachers will

- know and understand how to assess the relevant subject and curriculum areas, including statutory assessment requirements
- make use of formative and summative assessment to secure students' progress
- use relevant data to monitor progress, set targets, and plan subsequent lessons
- give students regular feedback, both orally and through accurate marking, and encourage students to respond to the feedback.

#### S1.7 Manage behaviour effectively to ensure a good and safe learning environment

For example, teachers will

- have clear expectations and routines for behaviour in classrooms and take responsibility for promoting good and courteous behaviour both in classrooms and around the college in accordance with appropriate college policies
- manage classes effectively, using approaches which are appropriate to students' needs in order to involve and motivate them
- maintain good relationships with students, exercise appropriate authority, and act decisively when necessary.

These standards will be evidenced by Observation Records and any other documentation as appropriate, e.g. CPD Records, Individual Learning Plans, Tracking and target setting documentation, schemes of work, lesson plans, student perception surveys etc.

### **Standard 2 – Professional Characteristics**

A teacher is expected to demonstrate consistently high standards of professional, personal and professional conduct. The following statements define the behaviour and attitudes which set the required standard for professional responsibilities and conduct throughout a teacher's career.

#### S2.1 Professional Responsibilities

- make a positive contribution to the wider life and ethos of the college
- develop effective professional relationships with colleagues, knowing how and when to draw on advice and specialist support
- deploy support staff effectively
- take responsibility for improving teaching through appropriate professional development, responding to advice and feedback from colleagues
- communicate effectively with parents/carers with regard to students' achievements and well-being.

## S2.2 Personal and Professional Conduct

Teachers uphold public trust in the profession and maintain high standards of ethics and behaviour, within and outside college, by:

- treating students with dignity, building relationships rooted in mutual respect, and at all times observing proper boundaries appropriate to a teacher's professional position
- having regard for the need to safeguard students' well-being, in accordance with statutory provisions
- showing tolerance of and respect for the rights of others
- not undermining fundamental British values, including democracy, the rule of law, individual liberty and mutual respect, and tolerance of those with different faiths and beliefs
- ensuring that personal beliefs are not expressed in ways which exploit students' vulnerability or might lead them to break the law.

Teachers must have proper and professional regard for the ethos, policies and practices of the college in which they teach, and maintain high standards in their own attendance and punctuality.

Teachers must have an understanding of, and always act within, the contractual frameworks which set out their professional duties and responsibilities.

This standard will be evidenced by a statement of compliance by the teacher and endorsed by the appraiser/ line manager on a default model i.e. evidence will only be required where there is a potential issue over that standard.

## Appendix 7B: Management Standards for Sixth Form College Teachers

Teachers with management responsibilities will need to demonstrate some or all of the following, according to their specific role in the college.

### 1. Managing People

Teachers with management responsibility should demonstrate the ability to:

- 1.1 Recruitment and induction of staff  
e.g.
  - Involvement in selection process
  - Arrangements for induction and mentoring
- 1.2 Develop others  
e.g.
  - Team Build to match /meet strategic objectives
  - Coach others to develop skills
  - Properly apply staff appraisal systems
  - Provide staff development & training
- 1.3 Communicate with others  
e.g.
  - Chair /contribute to meetings
  - Clear strategic and operational statements / reports
  - Action ensured through appropriate delegation, motivation or instruction.
  - Be able to represent team issues to other audiences e.g. Governors, parents, students and staff.
- 1.4 Manage others fairly  
e.g.
  - Ensure equal opportunities for all staff /applicants
  - Care for others through the application of Health & Safety procedures
  - Confidence & competence to challenge poor standards of work through college procedures.
  - Appropriate application of recognition/ rewards

### 2. Managing Other Resources

Managers should demonstrate that they are committed professionals who by their support and leadership ensure that the resources provided to them are used to the greatest possible effect in improving the learning of the students in their area of responsibility.

Teachers with management responsibility should demonstrate the ability to:

- 2.1 Effectively utilise the physical resources available to them.
- 2.2 Ensure the quality of the learning environment  
e.g.
  - Quality of displays
  - Quality of learning materials available

Updating and ensuring the maintenance of the equipment ICT

## 2.3 Participate in the construction of a budget and account for its use

e.g.

- Submission of costed plans for resource allocation
- Accurate record of spending

## 2.4 Demonstrate their commitment for value for money

e.g.

- Expenditure records
- Comparisons carried out in relation to benchmark data
- Costed replacement policy

## 3. Team Achievement

Teachers with management responsibilities should demonstrate the ability to ensure the achievement of individual and team objectives, including development of members of the team in order that they in turn meet the defined standards.

## 4. Planning and Managing Change

To meet this criterion, teachers with management responsibility must demonstrate the ability to:

### 4.1 Develop a view of the future

e.g.

- Identify issues, gather and analyse data.
- Share knowledge and understanding with team members
- Facilitate participation and discussion
- Agree a vision with the team which balances appropriately stability and change

### 4.2 Plan to achieve the change

e.g.

- Identify strategic options and their strengths/weaknesses and feasibility
- Select the chosen option identifying aims/objectives, targets and PI's within given time-scales.
- Share the plan with the target audience
- Work to and meet deadlines

### 4.3 Effectively manage change

e.g.

- Identify duties and allocate them clearly to the team
- Encourage performance monitoring
- Monitor, evaluate and adjust the plan, in light of performance, negotiating as required.

**Appendix 7C: Appraisal Record for Pay Progression**

Name: .....

Post: .....

Point on SFCA Scale: ..... Next Progression point: .....

College: .....

Name of Reviewer: .....

Name of Principal: .....

**RECORD OF REVIEW OF OBJECTIVES**

UP TO THREE objectives should have been set by reference to relevant Teaching Standards.

Objectives should be SMART i.e. describe clearly what is required, measures, outcomes/deliverables and timeframe

1

2

3

Record conclusion of discussion about objectives 1

2

3

Summarise below the evidence from outcome measures used to support the judgements relating to effective teaching and learning.  
e.g.L3VA, ALPs, ALIS, 6-Dimensions data indicates all class outcomes graded good or better.

## RECORD OF OTHER ISSUES RAISED DURING APPRAISAL CYCLE

The assumption is that teachers are working to the required standards.  
Summarise below any concerns in relation to performance raised during the year in relation to relevant standards together with any actions agreed to address the issues.

Line Manager/ Reviewer's comment

Reviewee's comment

I certify that the above named has / has not satisfied the criteria for the pay progression for teachers in Sixth Form Colleges.

Signed:        Date:

Line Manager/Reviewer

I agree that this is a fair record of my appraisal outcomes required for pay progression from 1st September (insert year)

Signed:        Date:

Reviewee



### **Joint Guidance and Checklist on Appraisal Policies**

This guidance on appraisal policies in Sixth Form Colleges has been agreed by the Sixth Form Colleges' Association and the NJC Staff Side. The aim of this guidance is to ensure that local appraisal policies support colleges in making fair, consistent and effective decisions on teachers' pay progression, as introduced by the new Sixth Form Colleges' pay framework.

All colleges should have an appraisal policy for Teachers, although there is no single nationally recommended appraisal model for colleges to adopt. Many colleges have sophisticated appraisal schemes successfully operating. The introduction of the new pay framework for Sixth Form Colleges does not in itself require these local appraisal policies to be changed, beyond including a clear link to the new pay framework.

This document sets out joint advice on:

- matters that should be considered and covered in each college's appraisal policy; and
- guidance on good practice to be followed in college policies.

The successful implementation of appraisal policies, like other policies, is best achieved through consultation with those involved, including with teacher trade union representatives.

### **College appraisal policies - for consideration**

Successful appraisal policies will support the achievement of college development priorities, support individuals' professional development and therefore support student achievement, as well as informing pay progression decisions.

Policies should, therefore, always contain a clear statement that the appraisal process is intended to be developmental and supportive and to foster professional dialogue between colleagues. The expectation of the new pay framework is that every teacher should perform at an acceptable level.

They should also:

- be linked to the college improvement/development strategies;
- apply to all teachers, including those on fixed term contracts (other than newly qualified teachers, for whom the induction process performs the same function);  
and
- provide for their application to teachers joining part way or promoted part way through the year.

## **Appraiser**

All Sixth Form College teachers should have a designated appraiser, who should normally have line management responsibilities for the teacher whose performance they are reviewing, and who conducts all aspects of the review, including providing a pay recommendation, for teachers who are eligible. The pay recommendation will then be considered by the college Principal who will determine the teacher's pay progression.

## **Appraisal Period and Timetable**

The appraisal period should run for 12 months. Sixth Form Colleges will conduct annual appraisals at different times of the year but will need to make decisions about pay progression taking effect from 1 September of each year where appropriate.

Policies should contain a clear timeline for the completion of the appraisal process in the annual cycle, together with provisions governing the process of appraisal in line with the following guidance:

### ***At the start of the cycle -***

The planning meeting at the start of the cycle is the most critical part of the process. This meeting sets the parameters for the appraisal process and maximises the opportunities for a successful outcome. The outcomes of the planning meeting should be recorded in a written planning statement which should include:

- all factors against which the teacher's performance will be reviewed at the end of the cycle;
- the teacher's objectives for the cycle and the timescales in which they will be met;
- the success criteria against which the objectives will be assessed at the end of the cycle;
- any support needed to enable the objectives to be met;
- any training and development needs; and
- any comments the teacher wishes to add.

### ***At the end of the cycle -***

The appraiser and teacher should meet to discuss the appraisal cycle as soon as possible after the end of the appraisal period.

The outcome of this review meeting should be recorded in a written appraisal review statement which records:

- an assessment of the objectives set at the start of the cycle against the success criteria also set at the start of the cycle;
- an assessment against the SFC Teachers' Standards, which takes as its starting point the assumption that the teacher is continuing to meet those Standards unless there is evidence to the contrary;
- an overall assessment of performance;
- a written recommendation on pay progression (as appropriate); and

- any comments the teacher wishes to add.

The draft written statement should be sent by the reviewer to the teacher for comment as soon as possible after the meeting.

All planning and review meetings should form part of directed time.

## **Objectives**

Objective setting is an important part of the appraisal process. Policies should therefore contain clear guidance on effective objective setting as set out below.

Objectives should be:

- SMART i.e. specific, measurable, achievable, relevant and time limited;
- clearly defined and fair, appropriate to the teacher's personal needs/priorities and reasonable with regard to their role and individual circumstances, consistent with work life balance, and not seeking to cover all of the teacher's role,
- related to and contribute to the college's priorities and development plan
- agreed if possible, with teachers having a right of appeal and entitlement to record concerns about the choice of objectives

Objectives should focus on demonstrating and assessing performance, not simply results.

The teacher's objectives should be the focus for the appraisal review. In order to make the review and discussion meaningful, no more than three objectives should be set for any teacher.

In judging progress against objectives:

- good progress towards challenging objectives should be deemed to be equal to successful achievement of objectives;
- individual circumstances should be considered when judging whether objectives have been achieved;

and

- any failure to provide any support or CPD agreed in the planning statement should be taken into account.

## **Measures of Performance**

Appraisal policies will describe how the college intends to capture evidence to support judgements on pay progression. The recommendation is that colleges develop a balanced approach which utilises evidence from a number of sources. A good appraisal system therefore will incorporate a range of measures like exam outcome measures, especially value added measures, observation records, perception surveys and other instruments which record teacher performance and effectiveness.

No individual measure should be used as the single arbiter of performance for pay purposes and College line managers will point to a range of evidence to support their judgements.

The new pay framework places considerably less emphasis on classroom observations as a factor in pay progression decisions. Observations are no longer a mandatory component of pay progression. The introduction of the new pay framework is not in-tended to require or result in a change to existing practices e.g. any increase in the number or duration of lesson observations.

### **Relationship between appraisal and SFC Teachers' Standards**

Appraisal policies should state clearly that while the SFC Teachers' Standards will be used to underpin the teachers' appraisal process, they should not be used as a simple checklist against which teachers' performance is assessed. As noted earlier, assessment against the SFC Teachers' Standards should start from the premise that the teacher is continuing to meet the SFC Teachers' Standards unless evidence to the contrary is provided.

### **Relationship between appraisal and CPD/professional development**

Policies should make it clear that:

- CPD provision for individual teachers, and the college's CPD policy, will be linked to college development priorities and informed by appraisal outcomes
- Principals should report annually to college governing bodies on CPD provision as part of their reports on the appraisal process

### **Links to pay progression**

The pay framework makes it clear that teachers should receive pay progression, in line with the national terms and conditions agreement, following the appraisal review in the case of acceptable appraisal outcomes.

The appraisal review should be the only source of evidence required to support pay progression. The pay progression process does not require any application by teachers.

While teachers may wish to submit additional evidence, if they choose, in addition to that considered in the appraisal review, they should not be requested or directed to submit additional evidence or penalised if they choose not to do so.

### **Teachers in difficulties (informal capability support)**

Where a teacher's performance begins to cause concern, support should be provided within the appraisal process before recourse to formal capability procedures.

Policies should make it clear that:

- informal support will in such cases be offered as part of the appraisal process prior to recourse to capability procedures
- the appraiser and teacher should seek to agree programmes of support and reasonable periods for monitoring and review, with teachers entitled to be accompanied at such meetings

Teachers who continue to show no or little improvement will normally be considered through the College's capability procedures.

### **Resolving grievances**

Policies must be consistent with statutory provisions relating to employee grievances. For that reason they should allow teachers the right to register concerns and/or to seek a review of decisions by appeal on matters such as choice of objectives and content of the planning statement and review statement. The pay appeals process should be used for matters relating to pay decisions.

### **Record keeping/confidentiality**

Policies should be clear about record keeping and about confidentiality. Records should be retained for a minimum of 6 years but should be confidential to the Principal and Senior Leadership Team, appraiser and teacher only.

### **Monitoring**

Policies should provide for an annual report by Principals on the appraisal process, including on appraisal outcomes, equality information and appeals outcomes, to the college governing body and to teacher union representatives.

### **Assessing the workload impact of appraisal**

The potential workload impact of appraisal policies should be considered before implementation with the aim of ensuring that their operation does not add unduly to the workload of anyone involved.

### **Joint Guidance on Workload and Working Time for Teaching Staff**

1. Both the Employer and Staff Sides of the Committee for Teaching Staff are conscious of the importance of the issue of workload for teaching staff. This is an issue that has previously been the subject of joint advice in December 1999 relating to 'Reducing the Bureaucratic Burden on Teachers'. This 2011 joint guidance builds upon and supersedes that earlier advice in the light of developments since 1999. This guidance and the separate joint advice previously issued on Work-Life Balance, from Appendices to the national agreement, the Conditions of Service Handbook.
2. It is clearly important to ensure that teachers are not required to work excessively long hours or subjected to excessive levels of workload. Discussions on this issue must necessarily balance the needs of Sixth Form Colleges as employers and education providers; the work-life balance needs of teachers as employees; and the paramount needs of learners. Within the agreed contractual framework, it is equally important that teachers can concentrate on their key duties in relation to their learners and that time is not spent unnecessarily on non-teaching matters such as administrative/support functions and in meetings. Given that teachers undertake their duties under the "reasonable direction" of principals, it is also important that principals exercise reasonableness and flexibility in general in relation to the management and direction of their staff, allowing teachers to achieve a satisfactory balance between working time and time to pursue their personal interests.
3. This joint guidance aims to assist in discussions on this issue at college level, including between principals and teacher union representatives, with a view to helping to secure outcomes which operate in the interests of all concerned. Both Sides of the Committee for Teaching Staff expect that its contents will be discussed within colleges and where appropriate applied in seeking practical solutions to the issues it identifies.

#### **General considerations – determining and monitoring working time.**

4. The Appendix to this guidance summarises teachers' contractual working time arrangements. These require teachers to be available for a specific number of days and for a total of up to 1265 hours of "directed time" in the course of the year. These constitute contractual requirements but also constitute contractual limits on directed working time.
5. Teachers are also subject to contractual requirements in respect of "undirected time". The national agreement's provisions have now been amended to specify that this commitment is to work "such reasonable additional hours as may be needed". The addition of the word reasonable is intended to reinforce the principle stated in the Joint Commentary on the national agreement (established in 1993/4) that "colleges should ensure that...a proper balance is maintained between directed and undirected time".

6. Colleges operate calendar arrangements for matters such as meetings, open evenings, parents/carers evening etc. which require teachers' involvement and which therefore form part of their directed working time activities. Under the national agreement, any activities which are undertaken at the direction of the college principal – whether these are teaching activities or other activities which are part of teachers' professional duties – must be defined as directed working time. While it is difficult to provide an exhaustive list of those activities which should be so defined, it would certainly be inappropriate for any working time activities which are undertaken at the direction of the principal to be excluded from this definition. This would include any activities which teachers are expected to undertake in co-operation with other teachers or with students.
7. Colleges also operate arrangements to plan the allocation of the totality of teachers' directed working time across the academic year. These will include allocations for teaching and other activities which form part of teachers' professional duties, and will usually include a contingency allocation in order that the principal can have some flexibility for unplanned needs. These directed time calendars have been found in practice to be of potential benefit to all concerned in terms of establishing and understanding teachers' working time commitments and avoiding dispute.
8. Principals may, therefore, wish to discuss with teacher union representatives the possible usefulness of such arrangements, where they do not already exist, in order to determine whether to adopt such arrangements and whether directed working time should be monitored in this way. Principals should in any case consult with staff and teacher union representatives, normally on an annual basis, about the allocation of working time within the teaching timetable as well as commitments to staff meetings parental consultations and other activities.

**Components of teaching workload - teaching hours, numbers and sizes of group sizes and teaching hours per group**

9. The total workload for individual teachers reflects a range of inter-related considerations including total teaching time, the number and sizes of the groups taught and the number of hours devoted to teaching each group. Teaching time, for the purposes of this guidance, also includes tutorial time spent in contact with students.
10. As the SFCF's survey of working time arrangements has over the years shown, individual colleges adopt different practices on all of the above areas with some giving greater importance to limiting total teaching hours and others to limiting group sizes or teaching hours per group. Principals are encouraged to ensure full discussion with teacher union representatives on the above issues which together determine teacher workload
11. During the Summer term, teaching hours will reduce for many teachers. This gained time is then available to be used for professional purposes related to their teaching role at the direction of the Principal. This gained time should not be discounted in calculating total working time.

### **Non-contact time within timetabled teaching time**

12. The national agreement for Sixth Form Colleges, unlike the arrangements for school teachers, does not confer a specific entitlement to allocated and protected non-contact time during normal teaching hours.
13. Since the inception of the national agreement, however, both Sides have recognised the important role of such time as part of directed working time. The Joint Commentary on the national agreement states inter alia that:

*“The continued provision of quality education can only be delivered by teachers if they have adequate time to meet properly all the demands upon them arising from the different elements of their responsibilities ... colleges should ensure that in determining the workload of individual teachers a proper balance is maintained between directed time and undirected time in respect of activities such as marking, preparation, administration etc. separate from student contact”.*

14. Sixth form college teachers will generally have some time within the teaching week which is not allocated as teaching time. It is, however, important that an appropriate level of non-contact time should be allowed for purposes such as planning, preparation and assessment which would otherwise be carried out during the teacher’s own time possibly to the detriment of work-life balance. Consideration should also be given to appropriate additional non-contact time for those with additional management or leadership responsibilities.
15. In setting individual teachers’ timetables and the pattern of timetabled commitments, attention should be given to fair treatment of individuals and to achieving an equitable balance between the needs of the individual and those of the college as a whole.
16. Increased teaching hours necessarily bring with them increased time to be spent on associated activities. Where non-contact time already exists, careful consideration should be given before reducing it, as this will necessarily have adverse implications for work-life balance.

### **Evening Teaching**

16. With regard to evening teaching, the existing provisions of paragraph 29 of the Handbook state that:

As part of the 1265 hours teachers may be required to teach for up to 6 hours over two evenings per week. Any teaching in the evening beyond this level would be undertaken only on a voluntary basis. Such evening work would include any teaching after the end of the normal college teaching day. Volunteers should be used whenever possible for evening work. It is important to take equal opportunities considerations into account and for reasonable notice to be given of the introduction of such working arrangements. The timetable should, whenever possible, be structured to avoid disjointed teaching sessions for any teacher and to provide for a compensatory adjustment to an individual teacher’s timetable.



## **Administration and meetings**

18. It is important that teaching staff have satisfactory support in administrative and technical functions e.g. in relation to attendance recording, the administration of examinations and the preparation and copying of documents. Teachers should not have to spend time on tasks that do not require their professional expertise.
19. In relation to administrative and technical functions, the key tests should be:
- a) does it need to be done at all?
  - b) is it of an administrative or clerical nature?
  - c) does it call for the exercise of a teacher's professional skills or judgment?
- If the answers to a) and b) are yes but the answer to c) is no, then teachers should not be required to carry out such tasks.
20. All colleges should keep under review the number of meetings that teaching staff are expected to attend. Colleges should ensure that teaching staff understand the need for meetings they are expected to attend and that only staff involved in the business being discussed being required to attend. Effective meetings are well-run, finish within any stated time and involve only those teachers who need to be involved. As far as possible the dates and times and agendas for meetings should be communicated in good time. Colleges should also ensure that clerical support is made available to ensure that teaching staff are not required to carry out note taking and the production of agendas, minutes and duplicate papers needed for the meeting. It is important that colleges keep under review the amount of paperwork that teaching staff are expected to deal with generally.
21. These principles should apply also to directions to attend meetings involving students or parents/carers such as open evenings, careers evening and parents/carers evenings.
22. Most colleges seek to minimise teachers' involvement in examination invigilation on the basis that such time can be better spent on other activities which involve their professional skills and are related to their teaching role. Consideration should in all cases be given to means of minimising any requirement to invigilate.
23. Activities within this broad category of administration and meetings should, where undertaken as a result of expectations of the principal or other managers, always be defined as directed working time.

## **Cover**

24. Contractual requirements for cover by Sixth Form College teachers are set out in paragraph 8 of Appendix 4 to the Handbook.
25. Many Sixth Form Colleges do not require their teachers to provide cover for absent colleagues, either in cases of short term or long term absence. In such colleges, solutions generally involve unsupervised study by students or engagement of external supply teachers where necessary. Other colleges do utilise teaching staff to provide cover for absent colleagues, either at the start of scheduled lessons or for their entirety.
26. Practice in schools has evolved in recent years towards the position whereby teachers in schools are now by the terms of their contracts required to cover "only rarely" and there is a considerable body of guidance and practice on other appropriate solutions which do not require their involvement. Whatever solution is adopted, discussions on cover policies should consider the impact of cover on teachers' other working time activities and on non-contact time; ensure that any obligation is distributed equitably among all teachers; and aim to ensure that, overall, teachers' workload and working time is not unreasonably increased by the imposition of any cover obligation.

### **Breaks from Teaching**

27. The Conditions of Service Handbook states that teachers shall be allowed a break of reasonable length either between college sessions or between the hours of 12:00 noon and 2:00 pm. If teaching in the evening as well as the afternoon, a reasonable break will also be allowed before commencing evening teaching. During such breaks, teachers should not be required to undertake other duties, attend meetings or remain on the premises.

### **Additional Working Days**

28. In some cases, colleges may believe it is necessary for teachers to undertake additional working days in excess of the 195 days. Provision is made in the Conditions of Service Handbook for additional payment or time off in lieu for such additional working time. Clearly, however, since demands upon teachers to work at weekends or when the college is closed (other than on the 5 specified days) will obviously impact upon family and other obligations, such additional working time should always be by agreement with the teachers concerned.

### **Part-time teachers**

29. The Conditions of Service Handbook now includes provisions on working time for part time teachers which were agreed in 2009. These provisions should be read and applied in conjunction with the provisions of this joint guidance. The position of such teachers should be considered carefully in view of the fact that their individual circumstances may create specific difficulties in relation, for example, to non-teaching activities.

### **Conclusion**

30. A healthy work-life balance for teachers is a key objective that is in the interests of both teachers and colleges. As the joint guidance on Work-Life Balance in the Conditions of Service Handbook states, "It is in the interests of colleges to adopt policies that allow employees to balance their working lives with their personal needs and responsibilities". A positive approach to working arrangements will assist colleges in securing the best outcome for them as providers of education and, most importantly, for their students.

## **APPENDIX**

### **Teachers' Working Time - Contractual Position**

The **Conditions of Service Handbook** sets out the following provisions (which also appear within the SFCA Model Contract) in relation to working time:

#### **Standard Working Time**

*Subject to the provisions in the other paragraphs of this section, a teacher may be required to work for 195 days in any year of which 190 will be days on which the teacher may be required to teach in addition to carrying out other duties. Within this 195 days, up to 1265 hours a year will be allocated reasonably by the Principal. The balance between teaching and non-teaching duties and the length of the teaching day are all subject to the reasonable direction of the Principal.*

#### **Undirected Time**

*In addition to the requirements in paragraphs 20 and 21 above, a teacher will work such reasonable additional hours as may be needed to enable them to discharge their duties effectively including, in particular, the marking of students' work, the writing of reports on students and the preparation of lessons, teaching material and teaching programmes and such other duties as may reasonably be required. The amount of time required for this work and the times outside the 1265 specified hours at which duties shall be performed shall not be defined by the college, but shall depend upon the work needed to discharge the teacher's duties.*

The **Joint Commentary** to the Conditions of Service Handbook contains the following provisions:

#### **Workload**

*The new [sic] contractual arrangements should be applied so as to ensure that no teacher is allocated an unreasonable total workload. The continued provision of quality education can only be delivered by teachers if they have adequate time to meet properly all the demands upon them arising from the different elements of their responsibilities. It is the clear intention of the Committee that colleges should ensure that in determining the workload of individual teachers a proper balance is maintained between directed time and undirected time in respect of activities such as marking, preparation, administration etc. separate from student contact. In determining the amount of actual teaching time which is allocated to individuals, consideration needs to be given to the level of work, number of students and the additional responsibilities, preparation and marking that accompany the actual teaching load.*

## **Joint Guidance on Part time Teachers' Pay and Working Time**

Sections 1 and 2 of this agreement set out the provisions for the determination of part time teachers' pay and overall working time.

The following is NJC joint guidance on some of the most commonly encountered issues in relation to part time teachers' pay and working time obligations, provided in order to ensure that part time teachers are employed in accordance with the provisions of the Part-Time Worker (Prevention of Less Favourable Treatment) Regulations 2000 and other relevant legislation and the shared commitment by colleges and the teacher unions to fair treatment for such teachers.

### **Pay determination**

Section 1 states that each teacher should receive a proportion of the full time pay rate corresponding to the proportion of "teaching time" for which they are employed compared to a full time teacher in the same or a similar post.

Clearly, there are some activities undertaken by Sixth Form College teachers, such as personal tutoring, which are very similar in principle to whole group teaching and might legitimately be included in the definition of "teaching time". Principals should therefore consider carefully whether any such activities undertaken by teachers at the college should be included for the purposes of determining the pro rata pay calculation. Such activities should of course be treated in the same way for both full time and part time teachers when determining pay.

There should be no pay detriment for individual teachers as a result of the adoption of the above pro rata pay determination system (other than where there has been a change in hours employed).

### **Working time**

As set out in Section 2, each part time teacher will be required to be available for work for the same percentage of the maximum 1265 hours of directed time as the percentage of full time pay paid to the teacher. This will cover both the total teaching time and the non-teaching duties undertaken by the part time teacher.

In order to ensure the effective use of part time teachers' working time, it will be helpful to establish an agreed statement of working time obligations for each part time teacher at the start of the college year, setting out the teacher's obligations in relation to teaching and non-teaching duties for the year.

Where the college operates a formal system of non-contact time for planning, preparation and assessment or for additional responsibilities, part time teachers should receive such time on the same pro rata basis as full time teachers.

In order to avoid the risk of less favourable treatment and potential unlawful discrimination, care should be taken over the allocation of non-teaching duties to part time teachers. Part time teachers should not, for example, have a greater proportion of their directed time allocated outside their normal sessions than full time teachers. Care should also be taken to minimise patterns of timetabling which create unpaid "trapped time".

Part time teachers may be required to attend college to undertake non-teaching duties such as attending meetings, in-service training, recruitment days or parental consultation meetings on

days when they normally teach. Principals should, however, bear in mind the general requirement for “reasonable directions”, for example when considering whether teachers who only work the morning session are asked to undertake non-teaching duties after the end of the afternoon session.

Any attendance by part time teachers on days when they do not normally teach should be by mutual agreement. In such cases, they may either be remunerated separately via Para 24 of the national agreement - payment for additional working days (either by use of the daily rate or, for part days, an hourly rate of 1/1265 in place of the daily rate of 1/195, or by time off in lieu) or this may form part of their directed time. Part time teachers should be offered the opportunity to attend all in-service training days in order to comply with the legal requirement to permit part time employees access to the same training opportunities as full time employees.