

STAFF IN SIXTH FORM COLLEGES: SUPPORT STAFF

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STAFF IN SIXTH FORM COLLEGES

Support Staff: Conditions of Service Handbook

PREAMBLE

This Handbook sets out all the issues that have been agreed in the Committee for Support Staff, being a Committee of the National Joint Council for Staff in Sixth Form Colleges and 16 – 19 academies. Any reference to the “Corporation” should be understood to mean the Corporation and/or the Academy Trust, as appropriate.

A copy of the National Recognition and Procedure Agreement and Constitution is attached as [Appendix 1](#). Both Sides of 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 funding.

It was with all these objectives in mind that the Committee for Support Staff agreed both the Model Contract for Full-Time Support Staff and the conditions of service covered by this Handbook.

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 three of these documents, colleges and their staff will have sufficient information on the major issues covered in relation to pay and conditions of service for support 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 and Grading

1. The pay and grading of college support staff must be fair and non-discriminatory complying with equal pay legislation and associated codes of practice. The Model Contract for Full-time Support Staff sets out two different salary options. Attached at [Appendix 2](#) is the current nationally agreed pay spine for all support staff. A member of staff may be paid on a scale consisting of a series of points from that spine. If this option is used, it is recommended that no more than four points are used but either more points or fewer points could be used. Where scales have been constructed from the spine, the grading structure should be published.

If, however, a scale is not thought appropriate, then a member of staff may be paid on a single point drawn from the spine.

2. Colleges must ensure that their use of these two different systems is not discriminatory and they will need to objectively justify any distinction between those jobs paid on scales and those which are paid on single pay points. This is likely to be particularly relevant where the fixed pay points are concentrated at the bottom of the pay structure. Further information can be found in the NJC for Support Staff's "Pay Policy: Joint Advice and Guidance" attached as [Appendix 3](#).

Temporary Additional Duties

3. Temporary additional duties can be recognised by the payment of an additional spine point(s) as appropriate. When the additional duties are removed, the salary would revert to the substantive pay point on the scale.

Increments for Staff Appointed to a Salary Scale

4.
 - i) Progression up the scale will normally be by one spine point each year (payable from the [1st April]), subject to satisfactory performance.
 - ii) Increments may be accelerated within the scale at the discretion of the college for excellent performance, subject to the maximum of the scale not being exceeded.
 - iii) An increment may be delayed due to the poor performance of the member of staff. If increments are delayed or accelerated this must be done in accordance with agreed local procedures on staff appraisal and progression within grades.
 - iv) Members of staff with less than six months' service on their scale by [1st April] shall normally receive their first increment six months after their appointment, promotion or re-grading. Thereafter any increments due should be payable from [1st April].

Pensions

5. Support staff in Sixth Form Colleges will be auto enrolled in the Local Government Pension Scheme (LGPS).

Working Outside Normal Hours

6. (See also Section Two: 'Working Time' below)
- (i) Where under paragraph 11 in section 2 overtime pay would be applicable, this payment shall be at the rate of time and a half on any day other than a Sunday, or a general or public holiday.

Overtime on a Sunday or a general or public holiday will be at double time. Extra time of less than half an hour on any day (over and above the averaging arrangements) shall not qualify and when calculating overtime pay only complete half hours will be paid for.

(Part-time employees are entitled to these enhancements only at times and in circumstances in which full-time employees in the college would qualify. Otherwise a full working week for full-time employees shall be worked by a part-time employee before these enhancements apply).

- (ii) Some members of staff may have standard working hours which require some working outside normal hours. In these cases, the salary for the post may include an element to recognise such working arrangements.

Individual Appeals Against Pay

7. Provisions relating to the consideration of such appeals are set out in Appendix 4.

8. London Weighting

London Weighting shall be applied to all members of staff whose college is within the areas as defined below:

- (a) Inner London

Members of staff whose college is within the administrative boundaries of the following London Borough Councils:

Brent, Camden, Hackney, Hammersmith and Fulham, Islington, Kensington and Chelsea, Greenwich, Haringey, Lambeth, Lewisham, Newham, Southwark, Tower Hamlets, Wandsworth, Westminster.

- (b) Outer London

Members of staff whose college is within the administrative boundaries of the following London Borough Councils:

Barking and Dagenham, Barnet, Bexley, Bromley, Croydon, Ealing, Enfield, Harrow, Havering, Hillingdon, Hounslow, Kingston-upon-Thames, Merton, Redbridge, Richmond-upon-Thames, Sutton, Waltham Forest.

9. **Fringe Area Allowance**

The fringe allowance shall be applied to all members of staff whose college is within the administrative boundaries of the following District Councils and unitary authorities:

In the former county of Berkshire

Bracknell Forest, Slough, Windsor and Maidenhead

In Buckinghamshire

Chiltern, South Bucks.

In Essex

Basildon, Brentwood, Epping Forest, Harlow, Thurrock

In Hertfordshire

Broxbourne, Dacorum, East Herts, Hertsmere, St Albans, Three Rivers, Watford, Welwyn Hatfield

In Kent

Dartford, Sevenoaks

In Surrey

All Districts

In West Sussex

Crawley

Current rates of London and Fringe Area allowances are set out in Appendix 2.

SECTION TWO:

Working Time

Normal Working Week

10. Existing college arrangements for the number of hours worked in a normal working week by full-time staff will continue to apply, except that this will not exceed 37 hours (36 in London), subject to paragraph 11 below. In paragraph 11 below, 37 hours is referred to throughout, but if other hours apply then they will be the appropriate figure.

Average Hours

11. The Model Contract for Full-Time Support Staff provides for the averaging of hours. This means that in some weeks more than 37 hours (36 in London – see paragraph 10) may be worked, but in other weeks fewer than 37 will be worked. If in any week additional hours are being worked, then any in excess of 40 (or three hours more than the normal working week if this is not 37 hours) will be compensated for through overtime pay at the appropriate rate (see paragraph 7 (i) in Section I) for any member of staff paid at or below spine point 25 on the NJC Support Staff Pay Spine. Any member of staff paid at or above spine point 26 on the NJC Support Staff Pay Spine will be compensated through time off in lieu. It will be for the college to agree with the member of staff or group of staff any expected variation over the year (or other more appropriate period) from the normal working week.

Part Time Employees

Part time employees shall have applied to them the pay and conditions of service pro-rata to comparable full time employees in the same college.

The exception is training and development, where part time employees should have access equal to that of full time employees, and when on training courses outside their contracted daily hours shall be paid on the same basis as comparable full time employees.

Leave

12. In addition to public holidays, staff are entitled to two extra-statutory days (the timing of these extra-statutory days to be determined by the college after consultation with staff).
13. The minimum leave entitlement as expressed to five day working patterns for members of college support staff is 22 days. For members of staff who, immediately prior to the commencement of the leave year, have had not less than five years' continuous service, the minimum leave entitlement is 25 days. Leave entitlement beyond these levels may be determined by the college. For alternative working patterns an equivalent leave entitlement should be calculated.
14. The annual leave period shall be a twelve month period determined by the college. Those members of staff starting or leaving employment during the year are entitled to leave proportionate to the number of completed months of service during the year. Employees leaving the service of the college would normally be expected to take any unused annual leave prior to the ceasing of their employment.
15. The college may determine if days of annual leave may be carried forward to the next leave year, and if so the maximum number of days that could be carried forward.

16. During annual leave members of staff shall be paid at their normal rate of pay. Normal pay includes all earnings that would be paid during a period of normal working, but excluding any payments not made on a regular basis.
17. Maternity leave (up to a maximum of 52 weeks' duration, including authorised unpaid leave) shall be regarded as service for the purpose of calculating a member of staff's service-related leave entitlement. Maternity leave (up to a maximum of 52 weeks' duration, including authorised unpaid leave) shall not affect the length of a member of staff's annual leave entitlement in the leave year(s) in which maternity leave falls.
18. In the event of a member of staff falling sick during a period of annual leave, the member of staff should be regarded as being on sick leave from the date of the medical certificate and further annual leave shall be suspended from that date.

Special Leave

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

Christmas Closure

20. Most colleges close their premises on the days between Christmas and New Year and have made satisfactory arrangements with their support staff to cover this period. When the arrangements for this period of closure are under consideration, colleges should bear in mind that not all support staff would choose e.g. for religious reasons, to take a significant proportion of their annual leave allowance at this time and they should consider the following points:
 - The need for fair treatment of all staff, both full-time and part-time (and particularly those working specified days of the week.)
 - The amount of annual leave that support staff are required to use at this time and the need to ensure in this respect fair treatment between full-time staff (i.e. all-year round) and those staff working term-time only. (Please refer to the joint guidance on term-time only working in [Appendix 6](#), paragraph 12).
 - Whether other flexible working arrangements can be used to cover the time e.g. with additional hours in term-time and time-off-in-lieu used for the relevant days or whether the college will provide additional leave for some or all of the days.

Leave for Examinations

21.
 - i) Leave of absence without loss of salary should be granted to members of staff for the purpose of sitting for appropriate examinations
 - ii) 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.
 - iii) Further information on support staff training and development can be found at [Appendix 3](#).

Leave for Jury Service

22.
 - i) A member of staff receiving a summons to serve on a jury must report the fact to their line manager. The member of staff shall be granted leave of absence, unless exemption is secured.

- ii) A member of staff 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 member of staff's full pay an amount equal to the allowance received.

Time off for Medical Screening

23. Necessary paid time off shall be granted to members of staff for the purpose of being screened for cancer.

Guidance on Work-Life Balance in Sixth Form Colleges

24. 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 observances
- Working times and patterns
- Neonatal care leave
- Carer's leave
- Flexible working (<https://www.sixthformcolleges.org/2170/sfca-guidance>)
- Menopause working (<https://www.sixthformcolleges.org/2170/sfca-guidance>)

This Guidance can be found at [Appendix 7](#) and online.

SECTION THREE:

Appointment

Probation

25. The appointment of new entrants to the service of a college shall be subject to a period of probation not exceeding six months. During this period the member of staff is expected to establish their suitability for the appointment. Appropriate procedures should be established by the college to enable this to be done with regular reports throughout the period. At the end of the probationary period if there is a satisfactory report on the member of staff, then s/he should be transferred to the established staff. If, however, the report is unsatisfactory then consideration should be given to either extending the probation period or using the capability procedure applicable in the college to resolve the situation.
26. When considering the appropriate length of the probationary period regard should be had to the length of time within which a new member of staff should be able to show their suitability to undertake the specific duties and responsibilities of that post. This might mean that for more basic level posts a very short period would be necessary.

Period of Notice

27. The period of notice required to terminate a member of staff's appointment shall be clearly defined in their contract. The minimum periods of notice provided by statute are as follows:

Period of Continuous Employment

Minimum notice

By the College

One month or more but less than two years

One Week

Two years or more but less than twelve years

One week for each year of continuous employment

Twelve years or more

Not less than twelve weeks

By the Employee

Any period

The ordinary period from one payment of salary or wages to the next.

Retirement

28. 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.

Equalities

29. All members of college support staff should be afforded equal opportunities in the employment context, irrespective of sex, sexual orientation, being pregnant or on maternity leave, marital status, race, religion or belief, disability, gender identity and reassignment, age, parental status, caring responsibilities and hours of work in operating their recruitment and other workforce policies. Colleges are urged to develop and practise positively the concept of equal opportunities for all.

Continuous Service

30. A member of staff's period of continuous service for statutory employment rights dates from the date of commencement of service with the college.
31. 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/paternity/maternity support pay/leave
 - sickness allowance
 - annual leave
32. If a member of staff has left an organisation covered by the above Orders for maternity reasons within the previous 8 years and has not been in permanent full-time paid employment since, the above will also apply except for the calculation of annual leave entitlement.

SECTION FOUR:

Travel and Subsistence

Travel Expenses

33. Authorised travelling expenses necessarily incurred by members of staff in the performance of their official duties will be reimbursed by the college.

Subsistence Allowances

34. Where members of staff are prevented by their official duties from taking a meal at their home or college and thereby incur additional expenses, such authorised additional expenses will be reimbursed by the college.

Car Allowances

35. Members of staff 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 so authorised by the college.

Additional Travelling Expenditure

36. If at any time a member of staff's principal place of work is altered, then they should be reimbursed for additional travelling expenditure for a reasonable length of time, subject to consultation/ negotiation within the college.

SECTION FIVE:

Miscellaneous

Conduct

37. The college is entitled to demand of each member of staff conduct of the highest standard.
38. A member of staff's off-duty hours are their personal concern but s/he should not subordinate their duty to their private interests or put him/herself in a position where duty and private interests conflict. The college should not attempt to preclude members of staff from undertaking additional employment, but any such employment must not, in the view of the college, 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.
39. Members of staff paid at or above spine point 25 shall devote their whole-time service to the work of the college and shall not engage in any other business or take up any other additional appointment without the express consent of the principal or delegated alternate.
40. If it comes to the knowledge of a member of staff that a contract in which s/he has any pecuniary interest, whether direct or indirect (not being a contract to which s/he is his/herself a party) has been, or is proposed to be, entered into by the college, then that member of staff shall as soon as is practicable give notice in writing to the principal or delegated alternate of their interest.
41. Information concerning a member of staff's private affairs shall not be supplied to any person outside the service of the college unless the consent of the member of staff concerned is first obtained.
42. For posts with access to particularly sensitive information, e.g. financial and/or business information, the member of staff concerned 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

43. 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 s/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 employee have specifically agreed otherwise, the copyright for materials and documents produced by an employee for their 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 as does the copyright in any material produced for an employee's personal use or reference.

ii) Patentable Inventions

The employer shall be the owner of all intellectual property rights in any patentable invention which is produced by an employee for their employment duties at the college, or to satisfy any requirement arising in the course of their 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.

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.

Health, Safety and Welfare

44. i) Colleges have a duty to comply with the law governing the health, safety and welfare of the staff, including the conditions under which they work.
- ii) The college shall provide special and/or protective clothing where the special nature of a member of staff's duty warrants such provision.
- iii) College employees have a duty to take care of themselves and others affected by their activity at work and to co-operate with employers' actions taken to meet their duties under the relevant Regulations.

Colleges should have due regard to the Sixth Form Colleges Association 'Health and Safety Duties' guidance, developed to support colleges with compliance and assurance.

Joint Machinery

45. The National Joint Council for Staff in Sixth Form Colleges and within that the Committee for Support Staff, are joint organisations representing both employers and the recognised trade unions representing staff. Arrangements for joint consultation/negotiation should be established in each college. If any problems arise in the college, and if both parties wish for assistance, then the Joint Secretaries of the Committee are committed to giving whatever help may prove necessary to achieve a satisfactory resolution of the issues.

Payment to staff in the event of death or permanent disablement arising from assault

46. (i) (a) Colleges shall make payments in accordance with sub-paragraph (b) to any member of staff or, in the event of death, jointly to the dependants of any member of staff, in the event of death or permanent disablement of the member of staff arising from a violent or criminal assault suffered by the member of staff in the course, or as a consequence, of their employment.
- (b) The amounts payable under sub-paragraph (a) are as follows:

- (i) In the event of death within twelve months from the date of the assault and, in the opinion of the college, by reason thereof, where the member of staff has left one or more dependants, the equivalent of five years' gross remuneration at the rate applying at the date of the assault or £35,000, whichever is the greater. Where the member of staff has left no dependants, the sum of £950 shall be payable.
- (ii) 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 this paragraph means (a) a spouse or civil partner residing with the member of staff at the date of death or, if not residing, wholly or substantially supported by the member of staff; 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 provisions relating to family allowances; and/or (c) where they are wholly or substantially supported by the member of staff, a parent, brother or sister, or a son or daughter of an age in excess of the limits referred to in (b) above.

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

(ii) Scale of Compensation

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

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

(a) Total loss of hearing in both ears	40%
(b) Total loss of hearing in one ear	10%
(c) Complete loss of use of hip or knee or ankle	20%
(d) Removal of the lower jaw by surgical operation	30%
(e) Fractured leg or foot with established non-union	25%
(f) Fractured knee-cap with established non-union	20%
(g) Shortening of a leg by at least 3 centimetres	15%
(h) Loss by amputation or complete loss of:	

		Right	Left
(to be reversed if insured person is left-handed)			
(i)	one thumb	20%	17.5%
(ii)	one index finger	15%	12.5%
(iii)	any other finger	10%	7.5%
(iv)	one big toe	10%	10%
(v)	any other toe	3%	3%
(i)	Complete loss of use of shoulder or elbow	25%	20%
(j)	Complete loss of use of wrist	20%	15%

Data Protection

- 47.
- a. In its capacity as employer the college will need to keep some information about a member of staff for purposes connected to their 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 and the UK General Data Protection Regulations (UK GDPR).
 - e. The details of all data processing activities and legal basis for doing so must be outlined in the privacy notices which should be published on the college's website, intranet site or otherwise provided to members of staff.

SECTION SIX:

Sickness Payments, Paternity/Maternity Support Leave

Sickness Payments

Scale of Allowances

48. Subject to the provisions of this Handbook, a member of staff absent from duty owing to illness (which includes injury or other disability) shall be entitled to receive an allowance in accordance with the following scale:

during 1 st year of service	1 month's full pay and (after completing 4 months' service) 2 months' half pay
during 2 nd year of service	2 months' full pay and 2 months' half pay
during 3 rd year of service	4 months' full pay and 4 months' half pay
during 4th year of service	5 months' full pay and 5 months' half pay
after 5 years' service	6 months' full pay and 6 months' half pay.

Note: For occupational sick pay entitlement record purposes [and without prejudice to the arrangements for self-certification days [paragraph (49)(a) below] and to any local agreements on "qualifying days" for statutory sick pay purposes] "one month" shall be deemed to be equivalent to 26 working days. Saturday being reckoned in all cases as a working day.

The college shall have discretion to extend the application of the above scale in exceptional cases and should review the position of members of staff at an early opportunity and before their entitlements to paid sick leave expire.

For the purposes of this paragraph, service in a temporary capacity shall be recognised.

Calculation of Allowance

49. (a) The rate of allowance and the period for which it shall be paid in respect of any absence due to illness shall be ascertained by deducting from the period of benefit appropriate to their service on the first day of their absence the aggregate of the periods of absence due to illness during the twelve months immediately preceding the first day of absence. In aggregating the periods of absence no account shall be taken of any unpaid absence on sick leave.
- (b) For the purpose of ascertaining the appropriate period of benefit all previous continuous service shall be calculated in accordance with paragraph 30.
- (c) The allowance payable under this Handbook to any member of staff shall not exceed the sum (if any) by which the total amount of benefits, allowances and payments referred to below falls short of full pay.

Note: Under the Social Security Contributions and Benefits Act 1992 the college will be required, subject to the provisions set out in that Act, to pay statutory sick pay to employees. State benefits will be payable from the Department of Work and Pensions in accordance with the Social Security acts and regulations. Accordingly there shall be offset against an allowance equal to full pay the following, as appropriate:

- (i) the gross amount of statutory sick pay receivable under the Social Security Contributions and Benefits Act 1992 as amended.
- (ii) the amount of sickness benefit and invalidity benefits receivable under the Social Security Contributions and Benefits Act 1992.
- (iii) the amount (if any) received as a treatment allowance from the Department of Work and Pensions. The dependency element only of the treatment allowance shall be deducted from sickness allowance. The member of staff will, therefore, be allowed to retain the personal element of their treatment allowance.
- (iv) in the case of half pay periods the allowance is a sum equal to half pay plus an amount equivalent to the statutory sick pay entitlement and other benefits receivable under (i) to (iii) so long as the total sum does not exceed full pay.
- (v) widows and married women exercising their right to be excepted from the payment of full rate National Insurance contributions shall be deemed to be insured in their own right for all National Insurance benefits.

Note: in accordance with the terms of the Social Security Contributions and Benefits Act 1992, widows and married women exercising such a right shall be entitled to receive SSP.

Where a widow or married woman has opted out of paying full National Insurance contributions the amount taken into account when calculating an allowance under the sick pay scheme will be the amount equal to the total state benefit and SSP receivable had full contributions been paid.

- (d) all members of staff shall be under an obligation to declare to the college their entitlement to benefit under (c) and any subsequent alteration in the circumstances in which such entitlement is based, in default of which the college shall be entitled to determine the benefit by reference to the maximum benefit obtainable.
- (e) For the purpose of assessing sickness pay, account should be taken of the insurance benefit actually received as distinct from the normal benefit receivable subject to the member of staff complying with the regulations as to the payment of contributions and the claiming of insurance benefit to the extent to which s/he is so required by their college.
- (f) So far as widows, widowers and widowed parents are concerned, regard should be paid in calculating the amount of sickness payment only to such part of the statutory sick pay or National Insurance benefit received as is in excess of the amount received by the member of staff from the Department of Work and Pensions in weeks of full normal employment.
- (g) Where a member of staff is receiving sickness pay, s/he should continue to receive such pay if a public holiday occurs during sick leave. Where a member of staff has exhausted their period of entitlement to sickness pay, no payment should be made (other than SSP if applicable) in respect of a public holiday occurring during their period of sick leave.
- (h) In determining the normal pay of a member of staff during sick leave, colleges should include regular payments for working arrangements other than normal hours.

50. **Grant of Sick Pay to Victims of Crimes of Violence**

- (a) Where a member of staff is absent from work because of an injury in respect of which a claim is otherwise qualified to receive sick pay in accordance with this paragraph, such sick pay shall be disbursed to him/her without their being required to refund any proportion of it from the sum which the Criminal Injuries Compensation Authority (CICA) may award and;
- (b) Where an award has been made by the Criminal Injuries Compensation Authority (CICA), colleges should be free to discount wholly or partly the period of sick leave occasioned by the injury in calculating the member of staff's future entitlement to sick pay, as they may see fit on consideration of all the material circumstances.

51. **Conditions**

- (a) A member of staff who is prevented by illness from reporting for duty shall notify immediately the person prescribed for this purpose by the college. If their absence continues after the third day they shall provide further notification as to the nature and probable duration of their illness to the college. They shall provide a doctor's statement to the college not later than the eighth calendar day of absence. Subsequent doctor's statements shall be submitted as necessary to cover their absence if it extends beyond the period covered by the initial statement, at the same intervals as required for national insurance purposes, where applicable, and at similar intervals in respect of the period for which SSP is payable.

Exceptionally the college may, in a particular case, require statements to be submitted at more frequent intervals.

On return to work where the absence has continued beyond three days a member of staff will certify, in writing if required, the reasons for all such absences up to and including seven days.

- (b) A member of staff entering a hospital or similar institution shall submit a doctor's statement on entry and on discharge in substitution for periodical statements.
- (c) A case of a serious nature, in which a period of sick leave on full pay in excess of the period of benefit under paragraph 46 would, by relieving anxiety materially assist a recovery of health, shall receive special consideration by the college.
- (d) An allowance shall not be paid in a case of accident due to active participation in sport as a profession, nor in a case in which the absence arises from or is attributable to a member of staff's own misconduct, unless the college by resolution decide otherwise.
- (e) A period of absence due to injury sustained by a member of staff in the actual discharge of their duty and without their own default shall not be recorded for the purposes of this Handbook.
- (f) A member of staff who is absent as the result of an accident shall not be entitled to an allowance if damages may be receivable from a third party in respect of such accident. In this event, the college may, having regard to the circumstances of the case, advance to the member of staff a sum not exceeding the sickness allowance provided under this Handbook, subject to the member of staff undertaking to refund to the college the total amount of

such allowances or the proportion thereof represented in the amount of damages received.

Any period of absence in such a case where a refund of the moneys advanced is made in full, shall not be recorded for the purposes of this Handbook. Where, however, the refund is made in part only, the college may at its discretion decide to what extent, if any, the period of absence may be so recorded.

- (g) The college may at any time require a member of staff who is unable to perform their duties as a consequence of illness to submit to an examination by a medical practitioner nominated by the college subject to the provisions of the Access to Medical Reports Act 1988 where applicable. Any expenses incurred in connection with such an examination shall be met by the college.
- (h) The provisions of this Handbook shall cease to apply to a member of staff on the termination of their employment in pursuance of the provision of the Superannuation Act applicable to their case, whether by reason of permanent ill-health, or infirmity of mind or body or by reason of age, but without prejudice to the right of a member of staff whose employment is terminated by reason of permanent ill-health or infirmity to receive the period of notice provided by their contract of service.
- (i) If it is reported to the college that a member of staff has failed to observe the conditions of this Handbook or has been guilty of conduct prejudicial to their recovery and the college is satisfied that there is substance in the report, the payment of the allowance shall be suspended until the college has made a decision thereon, provided that before making a decision the college shall advise the member of staff of the terms of the report and shall afford him/her an opportunity of submitting their observations thereon and of appearing or being represented before the principal or delegated alternate. If the college decide that the member of staff has failed without reasonable excuse to observe the conditions of the Handbook or has been guilty of conduct prejudicial to their recovery, then the member of staff shall forfeit their right to any further payment of allowance in respect of that period of absence.

52. **Reimbursement of Cost of Doctors' Statements**

Where for the purposes of qualifying for an allowance under this Handbook a college requires a doctor's statement from a member of staff, it is recommended that colleges reimburse any cost incurred in obtaining such doctors' statements.

53. **Maternity and Paternity Leave**

When a member of staff becomes aware that they are pregnant they should notify the college as soon as is practicable, but no later than the end of the 15th week before the expected week of childbirth. If the member of staff intends to return to work after the childbirth and wishes to take advantage of the maternity scheme then she should apply under the Maternity Pay and Leave Scheme ([Appendix 5](#)). If the member of staff does not intend to return to work and does not wish to apply for maternity leave then her employment will terminate:

- Either with the agreement of the member of staff, 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
- Or, at some other date less than 11 weeks.

Details of the maternity pay and leave scheme are set out in [Appendix 5](#).

Any pregnant member of staff has the right to paid time off to attend for antenatal care and must produce evidence of appointments if requested to do so by the college.

Paternity/Maternity Support Leave

54. Eligible employees are entitled to two weeks' ordinary paternity/maternity support, which can be taken as two consecutive weeks or as one or two single weeks, within 52 weeks of the child's birth. The contractual entitlement under the NJC's Paternity Leave Scheme will be for one week at full pay and one week at the statutory level of pay.

Further details of the scheme can be found in the NJC document "Joint Guidance on Work-Life Balance in Sixth Form Colleges" which is set out in [Appendix 7](#).

Shared Parental Leave

55. 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 7](#) of this document.

Adoption Leave

56. There is a statutory right to adoption leave for which statutory adoption pay is payable. This is the same as Statutory Maternity Leave, with 26 weeks Ordinary Adoption Leave and 26 weeks Additional Adoption Leave. It can be taken by either the adopted mother or father and one partner can take adoption leave and one can take paternity/maternity support leave. The statutory pay arrangements are the same as Statutory Maternity Pay. However, colleges may, at their discretion, confer rights similar to those available under the occupational maternity scheme (see the 'Joint Guidance on Work-Life Balance in Sixth Form Colleges' ([Appendix 7](#)) for further details).

Neonatal Care Leave

57. Eligible employees are entitled to up to 12 weeks of neonatal care leave. It must start within 28 days of the child's birth and must be taken within 68 weeks of the child's birth. Neonatal leave must be taken in blocks of a week and is in addition to paternity/maternity support, shared parental and adoption leave.

There may also be an entitlement to neonatal care pay. Full details of the entitlement can be found at [Appendix 7](#) of this document.

Carer's Leave

58. There is a statutory right to carer's leave to give or arrange care for a dependant who has long-term care needs. Up to one week of unpaid leave can be taken every 12 months as half days, full days or a full week.

Employees must give relevant notice to take carer's leave, which cannot be refused by the employer, but may be postponed by up to one month of the original date requested.

Further details are set out in [Appendix 7](#).

Recognition and Procedures Agreement

Introduction

1. This agreement, between the Sixth Form Colleges' Association (SFCA) 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.

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| <ol style="list-style-type: none"> 7. <table border="0" style="margin-left: 20px;"> <tr> <td style="text-align: center;"><u>For Teaching Staff</u></td> <td style="text-align: center;"><u>For Support Staff</u></td> </tr> <tr> <td colspan="2" style="text-align: center;">(other than holders of senior posts)</td> </tr> <tr> <td style="text-align: center;">National Education Union
NASUWT</td> <td style="text-align: center;">UNISON</td> </tr> </table> | <u>For Teaching Staff</u> | <u>For Support Staff</u> | (other than holders of senior posts) | | National Education Union
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| <u>For Teaching Staff</u> | <u>For Support Staff</u> | | | | | | |
| (other than holders of senior posts) | | | | | | | |
| National Education Union
NASUWT | 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 one 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.

Operations of the Agreement

9. The operation of this agreement will be kept under review by both sides in order that 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.
10. The details to these arrangements are set out in the Constitution.

National Joint Council for Staff In Sixth Form Colleges

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 18 members of whom 9 shall represent the member colleges and 9 shall represent the staff.
- (b) The member Colleges’ representatives shall be selected by the Sixth Form Colleges’ Association (SFCA) from their Council.
- (c) Representatives of the staff shall be appointed as follows:

For teaching staff:

NASUWT	2
National Education Union (NEU)	3
Total	5

For support staff:

UNISON	4
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- (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. 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.

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 seven member colleges' representatives and seven staff representatives, three representatives from NASUWT and four representatives from NEU.

Membership of the Committee for Support Staff shall be six member colleges' representatives and four staff representatives from UNISON.

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 their 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. 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.

National Joint Council Support Staff Pay Spine

NJC Pay Point	Pay Rates 1st September 2025
3	24759
5	25159
6	25558
7	25951
8	26343
9	26818
10	27733
11	28634
12	29544
13	30444
14	31324
15	32199
16	33232
17	34253
18	35395
19	36564
20	37734
21	38897
22	39957
23	41019
24	42081
25	43143
26	44203
27	45267
28	46326
29	47497
30	48665
31	49831
32	50999
33	52275
34	53440
35	54711
36	55985
37	57263
38	58537
39	59810
40	61117
41	62453
42	63817
43	65212
44	66636
45	68094
46	69582
47	71102
48	72659
49	74247
50	75871
51	77530
52	79228
53	80962
54	82732
55	84544

NB: NJC hourly rate calculated by dividing annual salary by 52.14 weeks and then dividing by 37 hours (Lilac Book standard working week)

London Allowances	
Inner London	£5,074
Outer London	£3,382
Fringe	£1,341

Pay Policy: Joint Advice and Guidance

Introduction

1. The Committee for Support Staff in Sixth Form Colleges believes that colleges, as part of the public sector and funded by public funding, should give a lead on good equal opportunities practice. Colleges in any event have a statutory duty to promote gender equality and therefore have to promote gender equality in all their policies and practices, including the issues covered in this joint guidance. It is agreed that pay, grading and conditions of service of support staff at both national and college level should seek to ensure consistency, transparency and equality.

2. This aim may be achieved by:
 - evaluating jobs by the same analytical and non-discriminatory method
 - using criteria for assessing salary at appointment which are consistent and non-discriminatory
 - including pay and grading in the equal opportunities monitoring process and reviewing on a regular basis.
 - training managers and personnel involved in decision making on pay, grading, appointment and promotion to be aware of potential direct and indirect discrimination
 - ensuring that equal pay and equal treatment initiatives are extended to casual, temporary, full-time and part-time staff.

3. In this context this document provides jointly agreed advice and guidance on the following key areas relating to the pay and conditions of support staff in Sixth Form Colleges:
 1. the use of single point pay (as opposed to short pay scales)
 2. equal pay and the possible use of job evaluation
 3. the training and development of support staff

Fixed Pay Points or Salary Scales

4. Paragraph 1 of the Conditions of Service Handbook refers to the possibility of a college using a single ('spot') point for pay or a short scale of points. Colleges must ensure that their use of these two different systems is not discriminatory and the Handbook refers to the need for objective justification for any distinction between those jobs paid on scales and those which are paid on single pay points. This is likely to be particularly relevant where the fixed pay points are concentrated at the bottom of the pay structure.
5. Acas guidance on objective justification states that employers will have to show evidence that they are pursuing a 'legitimate aim' and that it is a 'proportionate, appropriate and necessary' means of achieving that aim.
6. The test of objective justification is not an easy one and it will be necessary to provide evidence if challenged – assertions alone will not be enough. Further guidance on the test of objective justification can be found at:

<https://www.acas.org.uk/employer-decision-protected-characteristic/objective-justification>

7. While it is possible to develop a grading structure which has a mix of fixed pay points and pay scales, this option may increase the scope for discrimination where the jobs are dominated by a single sex, for example, if fixed pay points are chosen for grades where the majority of staff are female. This could lead to a challenge on the basis that it is discriminatory unless it can be demonstrated that the choice of fixed pay points for certain grades is objectively justified.
8. There are advantages and disadvantages to either system for the employer and employee. The most significant are:

Salary Scales Advantages

- They are capable of recognising extra skills and competency gained through experience.
- They can motivate employees and improve morale.
- They can be used as an aid to recruitment and retention.

Disadvantages

- They are less transparent and more complex than spot salaries.
- They may be more open to challenge on discriminatory grounds, especially if long scales are used (this is why the national agreement refers to the use of short scales).

Fixed Pay Points Advantages

- They establish the rate for the job and are potentially the least discriminatory system

Disadvantages

- They do not reward additional expertise gained through experience in the job.

- They are simple to understand and transparent
- They are suitable for jobs having little scope for progression after the initial induction and training
- They de-motivate employees through lack of salary progression.
- If only used at certain levels within the grading structure (e.g. at the lower end) they may be perceived by the staff affected as not valuing these jobs.

Equal Pay and the possible use of Job Evaluation

9. The Equal Pay Act came into force in 1970 but nevertheless there continues to be significant differences between male and female earnings in all sectors of employment.

The Equality and Human Rights Commission (EHRC) recommends that employers should undertake equal pay reviews and they have produced a toolkit to assist employers. The model recommended by the EHRC consists of five steps:

- Step 1:** Deciding the scope of the review and identifying the data required
- Step 2:** Identifying where men and women are doing equal work
- Step 3:** Collecting and comparing pay data to identify any significant equal pay gaps.
- Step 4:** Establishing the causes of any significant pay gaps and deciding whether these are free from discrimination
- Step 5:** Developing an Equal Pay Action Plan or reviewing and monitoring.

The toolkit provides detailed guidance on what needs to be done at each stage and it can be found at:

<https://www.equalityhumanrights.com/guidance/equal-pay/how-achieve-equal-pay/equal-pay-audit-larger-organisations>

10. While the equal pay legislation does not require an employer to use job evaluation, the concept of equal pay for work of equal value (whereby a woman can claim equal pay with a man doing a completely different job) means that, in order to assess the demands of the jobs being compared, an employer will have to apply techniques akin to those used in job evaluation. An employer's principal defence against an equal pay claim will normally be that they have rated the jobs as equivalent in an analytical job evaluation scheme. If an analytical job evaluation scheme is used it has to have been designed and implemented in such a way that it does not discriminate on grounds of sex.

For further guidance on job evaluation please see [Appendix 8](#).

Training and Development

Objectives

11. All employees should have the right of access to training and development support provided by colleges. No category of employee shall be treated less favourably and denied access to training and development support.
12. Both sides recognise and value the contribution of training and development for support staff in sixth form colleges as a means of improving the employees' knowledge, skills and experience and in delivering both their personal and the college's organisational objectives
13. It is recommended that colleges produce a training and development plan, the aim of which shall be to empower all employees to carry out their roles to the highest standards, and deliver high quality services to students. The plan should include support staff in the college's continuing professional development strategy.
14. In these guidelines, training and development are broadly defined as those activities aimed at raising the standards of employee practice and thus lifting the quality of the employees' and students' learning and college experiences.
15. These guidelines provide a framework for the provision of training and development support to all employees and will be developed locally with the recognised trade unions.

Consultation

16. Consultation will take place with recognised trade unions periodically on the evaluation of most recent training and development activities undertaken and on proposed training and development activities.

This arrangement reflects commitment to consultation under the collective agreement and relevant employment legislation.

Types of Training and Development Support

17. All employees shall have access to the staff development programme in place in the college. They shall also have the full opportunity to attend courses and conferences to develop their professional expertise relevant to the fulfilment of the requirements of their job subject to available resources. The induction procedures shall be fully integrated into the training and development programme for new employees.
18. There should be clear procedures whereby employees may apply for training and development opportunities, and are given clear reasons for the acceptance or rejection of their applications e.g. that it is not at a convenient time in the college year.

Workplace Learning

19. All employees shall be encouraged to learn regularly and rigorously from their workplace activities and share their learning experiences and outcomes with their colleagues.
20. Mentoring of new and existing employees is recognised as a valuable means of achieving shared workplace experience and promoting excellence in the workplace.

Values

21. Both sides recognise that high quality and appropriate training opportunities support the achievement of the colleges' strategic objectives and empower employees to achieve high standards.

Training and Development Activities

22. The training and development programme for each year should, wherever reasonably practicable, be scheduled flexibly to take account of the working patterns of all employees.
23. It is recommended that colleges should identify annually a set budget for training and development to include personal and cross college training and development activities for support staff.
24. A review of each individual employee's training and development activities should be carried out via the college's agreed Appraisal Scheme, and periodically throughout the year as appropriate.
25. The colleges' professional and occupational training and development activities for their employees should, wherever possible, be mapped against relevant standards, for example, in relation to professional qualifications, providing criteria against which employees can analyse their skills and strengths, and their learning and training needs.
26. Support staff training should be included in planning for staff inset opportunities.

Evaluation

27. The implementation of the college's training and development plan will be monitored and evaluated against clear criteria. The results of the evaluation should be available to all staff and to recognised trade unions and will inform the next training and development planning cycle.
28. Particular care should be taken in the monitoring and evaluation process to ensure that there is no discrimination on the grounds of gender, race, disability, age, sexual orientation, religion/belief or gender reassignment and that all staff, full or part-time, have equal access to training and development opportunities.

Individual appeals against pay

1. The specific duties, responsibilities and accountabilities attached to a post can, in many cases, be difficult to define in precise detail. They may also vary from time to time without altering the overall nature of the role or the level of responsibility and accountability involved. Such changes are common and, in themselves, do not justify a review or reconsideration of the salary 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 postholder with responsibility for such issues. Any such consideration should include a meeting with the postholder 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 should 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:
 - (a) Where there has been a substantial change in the level of duties, responsibilities and/or 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).
 - (c) Where a member of staff accepting a post after advertisement feels that 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).
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 friend (who could be the college trade union representative or a full-time 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 or Academy Trust, 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 conduct of an appeal hearing

The procedure at the hearing should normally follow this course:

1. The member of staff or her/his representative will state the college's 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 friend (who can be the college union representative or a full-time 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.

Support Staff Maternity Pay and Leave Scheme

- A. This scheme applies to all pregnant employees regardless of hours worked per week.
- B. Initial obligations on the employee;
- a) Continues to be employed by the college (whether or not she is 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 15th 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 practicable:
 - (i) of the date of the beginning of her absence which shall be no earlier than 11 weeks before the EWC and
 - (ii) 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 Regulations 1999.
 - f) On receipt of the employee's notification the college will write to the employee within 28 days stating her expected date of return from maternity leave (see D below).

C. Ante-Natal Care

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

D. Rights of the employee to maternity leave

If she complies with B. above:

- a) All employees are entitled to 26 weeks' Ordinary Maternity Leave and a further 26 weeks' Additional Maternity Leave i.e. a total of 52 weeks' leave.
- 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 if:

- (i) she is absent from work “wholly or partly because of pregnancy or childbirth” after the beginning of the 4th 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.

N.B. The employee shall notify the college as soon as reasonably practical that she has given birth or that she is absent wholly or partly because of pregnancy.

Note: For the purposes of statutory leave continuous service is calculated at the end of the 15th week before the EWC.

E. **Maternity Pay**

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 Jobcentre Plus (Department for Work and Pensions).

Occupational Pay

Employees with *at least one year’s continuous service* at the beginning of the 11th week before the EWC will be entitled to the following:

Weeks 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).

Weeks 7-18 Where an employee 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 dependent’s allowances if the employee is not eligible for SMP) exceeds full pay. This is paid on the understanding that an employee will return to employment for at least 13 weeks.

For employees not intending to return to work, payment will be the employee's entitlement to SMP.

Weeks 19-39 For the remaining 21 weeks the employee will receive their SMP entitlement.

Pay During Additional Maternity Leave

In the event of an employee not returning to the college's employment for a period of at least 13 weeks she shall refund such sum as the college at their discretion may decide (N.B. payments made by way of SMP are not refundable).

F. Subsequent obligations on the employee

- a) To return to college employment for a period of at least 13 weeks as a qualifying condition for entitlement to the maternity pay payable after six weeks' paid absence (*see E above*). This requirement may be varied at the discretion of the college on good cause being shown.
- b) Where the college agrees, a full-time member of staff 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 member of staff 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 employee returns to work or the date during the college holiday on which the employee is declared medically fit to be available for work.

G. Return to work

- a) It will be assumed that an employee 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 an employee wishes to return earlier than this she must give notice of:
 - (i) 8 weeks in the case of an employee taking OML, and
 - (ii) 8 weeks in the case of an employee taking AML.

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

After 26 weeks the employee has the right to return to the job in which she was employed under her original contract of employment and on terms and conditions not less favourable than those which would have been applicable to her if she had not been absent. "Job", for this purpose, means that nature of the work which she is employed to do and the capacity and place in which she is so employed. 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 employee 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.

The entitlement to be offered a suitable alternative vacancy shall apply from the point at which the employee informs the college of their pregnancy, and will end 18 months after the child's date of birth.

- c) Suitable alternative employment may also be offered if exceptional circumstances other than redundancy (e.g. a general reorganisation), which would have occurred if the employee had not been absent, necessitate a change in the job in which she was employed prior to her absence. The work to be done should be suitable to her and appropriate to the circumstances and the capacity and place in which she is to be employed and her terms and conditions of employment should not be less favourable to her than if she had been able to return in the job in which she was originally employed.
- d) Where the employee 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 **A week's pay** for members of staff whose remuneration for normal working hours does not vary with the amount of work done in the period, is the amount payable by the college to the member of staff under the current contract of employment for working her normal hours in a week. Where there are no normal working hours, a week's pay is the member of staff's average remuneration in the period of 12 weeks preceding the date on which the last complete week ended, excluding any week in which no remuneration was earned.
- 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 paragraphs 26 and 27 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. **Adoption Leave and Pay**

- 2.1 Statutory Adoption Leave is exactly the same as Statutory Maternity Leave with 26 weeks Ordinary Adoption Leave and 26 weeks Additional Adoption Leave. It can be taken by either the adoptive mother or father and one partner can take adoption leave and one can take paternity/maternity support leave. The statutory pay arrangements are the same 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 under the Occupational Maternity Scheme.
- 2.2 Colleges will need to see confirmation from the adoption agency and there are a lot of issues surrounding adoption that need to be considered. These are referred to in the Joint Guidance on Work-Life Balance in Sixth Form Colleges document issued to colleges.

- 2.3 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. **Contact During Maternity and Adoption Leave**

- 3.1 During the maternity leave period an employer may make reasonable contact with an employee, and in the same way an employee may make contact with her 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 maternity 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 return.
- 3.2 The contact between employer or 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.
- 3.3 Employers should note that they must, in any event, keep the employee informed of promotion opportunities and other information relating to her job that she would normally be made aware of if she was working.
- 3.4 Employers and employees will often find it helpful, before maternity leave starts, to discuss arrangements for staying in touch 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.
- 3.5 What constitutes "reasonable" contact will vary according to the circumstances. Some women 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. **Work During the Maternity and Adoption Leave Period – "Keeping In Touch Days"**

- 4.1 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 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.
- 4.2 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, they will have used one of her Keeping in Touch days.
- 4.3 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 the employee to attend a conference, undertake a training activity or attend for a team meeting for example.

NJC Joint Guidance on Term-Time Only Working

1. Introduction

- 1.1 This joint guidance has been agreed by the NJC for staff in sixth form colleges and seeks to provide information to employees and employers to ensure that the pay and conditions of term-time only (TTO) employees are transparent, consistent and fair and they are treated no less favourably than employees on all-year-round contracts.
- 1.2 Term-time only employees are staff who are principally employed to work only during periods in which colleges are open. In most colleges, the standard approach for TTO employees is to calculate their pay on an annual basis and then pay over 12 equal monthly instalments, regardless of the actual amount of work done during the month in question. Employees on TTO contracts are normally contractually obliged to take accrued annual leave during college holidays. Both of these points can cause confusion relating to the pay and conditions of service of TTO employees.
- 1.3 It is recognised that colleges may have their own arrangements in respect of TTO staff. Colleges are encouraged to review their current arrangements alongside this guidance to ensure that they provide fair and transparent treatment for TTO staff.

2. What is term-time working?

- 2.1 A TTO employee normally works a reduced number of weeks during the year, accruing a pro-rata entitlement to paid annual leave. The arrangement allows the employee to remain on a continuous contract that carries on through the college holidays.
- 2.2 If an employee works term-time only, their actual number of working weeks is normally 39. Depending upon the requirements of the job employees may work extra weeks outside of term-time. In addition to the weeks worked, the employee will be entitled to a pro-rated proportion of annual leave entitlement, public holidays and extra-statutory days (where applicable) that would be provided by the college to all of its employees.
- 2.3 For employers, term-time working can help to attract and retain employees with children of school age or with carer responsibilities who might otherwise be unable to work and helps to address fluctuations in demand for services.
- 2.4 Some employees would welcome the opportunity to work additional hours in the college holidays. It is therefore recommended that TTO employees are made aware of any relevant work that may become available in the college during its holiday periods and be given the chance to apply before work is advertised externally.

- 2.5 Employers and employees must recognise the need for employees to benefit from adequate annual leave and should be mindful of the requirements of the Working Time Regulations.

3. Part-time employees

- 3.1 Under the Part Time Workers Regulations 2000, part-time employees must not be treated less favourably than a comparable full-time employee. Part-time employees shall have applied to them the pay and conditions of service pro-rata to comparable full-time employees.
- 3.2 'Pro-rata' means that where a full-time employee receives or is entitled to receive pay or any other benefit, a part-time employee is to receive or be entitled to receive not less than the proportion of that pay or other benefit compared to the proportion of working hours they are required to work in relation to a comparable full-time employee.
- 3.3 TTO employees have continuity of employment. Periods of college closure should not be treated as a break in service.
- 3.4 Paras 12 to 13 in the Lilac Book provide for a minimum annual leave entitlement of 22 days per year for a full-time employee. Entitlement increases with service, as set out in the Lilac Book, with an additional three days' leave after five years' continuous service. In addition there are normally eight public holidays in a leave year and there are also two 'extra statutory' days provided for. If colleges have an annual leave allowance in excess of the Lilac Book minimum standards, then this will need to be reflected in their calculation of leave for TTO staff.
- 3.5 Employees who only work during term-time should receive a proportion of an all-year-round employee's annual leave entitlement. Their annual leave, public and extra-statutory holiday entitlement would be proportionate to the annual working time of an all-year-round equivalent employee. Employees should be informed of their annual leave entitlement and how this total has been calculated.

4. Calculation of pay and annual leave

- 4.1 There is a range of methods for calculating pay for term-time employees but whatever method is used, it should be a fair, accurate and consistent approach which ensures that TTO employees are not disadvantaged when compared to all-year-round employees.
- 4.2 Calculation of pay must be made clear in the Statement of Particulars of Employment. It is essential that employers are able to explain clearly to employees the basis of the calculation. The method of calculation chosen should be able to withstand scrutiny in respect of contractual rights, sex discrimination and discrimination against part-time employees.
- 4.3 If an employee is employed on multiple contracts, a separate calculation of pay and leave entitlement will be required for each contract under which they are employed.

- 4.4 When advertising vacant posts, a clear indication should be given as to the number of weeks to be worked and the actual pro-rata pay that will be paid to the successful applicant.
- 4.5 Pay for TTO employees should reflect their contractual working arrangements. If TTO employees are required to undertake work outside of their contracted hours they must be appropriately remunerated. Any such additional hours should be incorporated into contractual arrangements if they become an ongoing feature of the post.
- 4.6 The expectation is that TTO employees should be paid or granted time off in lieu if required to attend training days if these days fall outside of their contracted hours.
- 4.7 Most colleges pay TTO employees in 12 equal instalments over the year. This ensures that the employee is receiving regular pay throughout the year and can make it easier to calculate average weekly pay for Statutory Sick Pay and Statutory Maternity Pay purposes.
- 4.8 If a TTO employee has a contractual change in hours or pay part way through the year, it will be necessary to determine whether their pay needs to be recalculated at that point. See Para 10.
- 4.9 Where contracts are for less than one year's duration, the term-time alcation should reflect the timeframe of the period covered by the contract. It is essential that employers are able to explain clearly to employees the basis of the calculation.

5. Guiding principles on calculation of pay

- 5.1 When calculating a TTO employee's pay, it is necessary to calculate their proportional entitlement, based on the all-year-round equivalent annual salary. Colleges use a range of calculations but these calculations must meet equal pay considerations and must also comply with the Part-Time Workers Regulations and the Working Time Regulations. Failure to do so could result in organisations facing a legal challenge.
- 5.2 Employers must ensure that the following factors are considered when determining the pay formula for TTO employees:
- Normal pay¹
 - Number of days / weeks contracted to be worked
 - Number of hours worked each day / week as a proportion of all-year-round hours
 - Contractual annual leave entitlement plus extra statutory days where applicable (pro-rata for hours worked and number of weeks)
 - Bank holiday entitlement (pro-rata for hours worked and number of weeks)

¹ Normal pay includes all earnings that would be paid during a period of normal working, but excluding any payments not made on a regular basis.

5.3 The calendar of the start and end dates of college terms can affect the days available to work during term-time. Where an employee is contracted to work on set days only for a set number of weeks in a year, an annual adjustment may be required to ensure that the hours actually worked reflect the contractual arrangements. This may result in an adjustment to working arrangements. For example, allowing leave to be taken during term-time, or with the agreement of the employee, additional hours to be worked on a day that the employee would not normally work.

5.4 These factors and the resulting calculation should be included in the employee's statement of particulars.

6. Advisory model calculation

6.1 The model formula below seeks to ensure that the payment system for TTO employees is fair (and secure on equal-pay grounds) in comparison with all-year-round employees in the same college. The ratio of working days to days of paid leave therefore needs to be the same for both groups.

6.2 The example is based on a comparison with all-year-round employees with more than five years' service whose basic annual leave entitlement is 25 days and whose standard working week is 37 hours but the methodology can be applied to any leave entitlement or standard working week.

6.3 This calculation is advisory; it should not supersede local arrangements where these are more or equally favourable.

All-year-round employees

Assuming a five-day working week, the number of days available annually is 260.71 ($365 \div 7 \times 5 = 260.71$). The annual leave comprises:

Basic annual leave	25 days
Public holidays	8 days
Extra-statutory days	2 days
Total leave	35 days

This means that all-year-round employees with this leave entitlement work 225.71 days a year (260.71 minus 35) in order to produce a paid leave entitlement of 35 days. Each working day accrues 0.1551 days of paid annual leave, which is calculated by dividing 35 by 225.71.

Term-time only employees

Assuming a five day working week the example TTO employee works 39 weeks per year, which is 195 days per year.

If paid leave accrues on the basis of 0.1551 days of leave for every day worked then the paid leave entitlement would be $195 \times 0.1551 = 30.2445$ days.

The numbers of paid days (days worked plus paid leave) per year would therefore be $195 + 30.2445 = 225.2445$ days per year, compared with 260.71 days for a year-round employee.

This can be expressed as a percentage of the all-year-round contract by dividing the term-time only paid days by the all-year-round paid days, which in this example would be 225.2445 divided by $260.71 = 86.3965\%$ of the working year of the FTE.

The TTO employee should therefore receive 86.3965% of their notional full pay (with a pro-rata adjustment where they work less than 37 hours per week). This would be spread across the whole year and paid in (twelve) equal instalments.

225.2445 days is equivalent to 45.05 weeks (ie. $225.2445 / 5 = 45.05$ weeks).

The above is an example based on 35 days' total leave for an all-year-round employee where there is 0.1551 days annual leave accrued each day. The calculation would have to be adjusted for other entitlements. All leave received by all-year-round employees would need to be taken into account including extra leave after five years' service and concessionary days where applicable.

In some cases, it will be appropriate to use an hours based calculation when comparing the hours worked in a year between an all-year-round employee and a TTO employee (see example calculations on page 53). This will be more appropriate where an employee works an unequal number of hours in a week or an unequal number of hours on each working day.

7. Designation of annual leave

- 7.1 Colleges should consider adopting a system that designates when a TTO employee actually takes their annual leave.
- 7.2 This is most likely to have implications for issues relating to sickness absence and will be addressed in more detail in further guidance to be issued in due course.

8. Calculation of redundancy pay

- 8.1 A week's pay for the purpose of redundancy payment must be calculated in accordance with sections 221-229 of the Employment Rights Act 1996 (ERA). When calculating a week's pay for the purposes of redundancy pay for a TTO employee, the calculation should be based on the number of weeks actually worked (including paid leave) by the employee.

i.e. in the model calculation in Para 6, the calculation of a week's pay for redundancy pay purposes would be based on 1 / 45.05 of the employee's annual pay.

9. The leave year for TTO employees

- 9.1 It is recommended that colleges use a consistent approach in relation to the leave year of TTO employees. Most colleges use either a set date in the year e.g. 1 September or 1 January, or the anniversary date of the start of employment in the term-time only role.
- 9.2 If a fixed leave year is adopted, it will be necessary to apply a specific calculation of pay in the first year of employment if an employee starts employment part way through the leave year.
- 9.3 If colleges use a 1 April anniversary date for the leave year, they should be aware that this can cause issues relating to the timing of Easter and the number of public holidays in a given leave year.

10. Termination of employment or contractual change part way through leave year

- 10.1 If an employee terminates their employment part way through a leave year, it will be necessary to determine whether they have been overpaid or underpaid at this point.

Example: An employee with an anniversary start date of 1 September, an annual pro rata pay of £12,000 and contracted to work for 195 days a year leaves employment at the end of February.

At the point at which they leave employment, in this example they have worked for 108 of their contracted 195 working days in the year, (55.38% of their working year). However, they will only have received 50% of their annual pay, (six of twelve equal monthly instalments of £1,000). Therefore, at the point of their termination of employment, they will be owed 5.38% of their annual pay. i.e. $5.38\% \times £12,000 = £645.60$.

- 10.2 It is recommended that such a calculation will need to take place at any point where there is a contractual change in employment that changes either the rate of pay or allocation of annual leave of a TTO employee. For example, where an employee changes their hours or becomes entitled to long service leave entitlement.

11. Payment for overtime and additional working hours

- 11.1 TTO employees that are required to work above the hours of the standard working week in any given working week should receive the relevant overtime premium rates for these hours.
- 11.2 Where applicable, allowances for working non-standard or irregular working patterns should apply equally to TTO employees.
- 11.3 Consideration will need to be given to whether TTO employees required to work additional hours above their normal contracted hours of work will accrue leave for working these hours. Arrangements for accrual of additional annual leave for working additional hours should be consistent with those for all-year-round employees.

12. College closure periods

- 12.1 If additional paid leave is awarded to all all-year-round employees during periods of college closure, (e.g. Christmas closure), TTO employees should be able to benefit equally from such closures as all-year-round employees at the same workplace.
- 12.2 If a college is closed during the normal academic year, (e.g. because of severe weather or circumstances beyond the control of the college), the same principles with regard to non-attendance and pay should apply to TTO employees as all-year-round employees at the same workplace.

13. Public Holidays

- 13.1 TTO employees are entitled to a pro-rata allocation of public holidays that occur during the leave year. This entitlement is unaffected by whether the public holiday occurs on a normal working day for the employee. This will be accounted for in the pay calculation.
- 13.2 If the Government announces an additional public holiday(s), a TTO employee's pay should reflect the additional public holiday or an additional period of paid leave during term-time could be granted.

14. Special Leave

Colleges should, in line with paragraph 19 of the Lilac book, ensure that TTO employees have equal access to that of full- and part-time all-year-round staff to agreed arrangements for both paid and unpaid special leave.

15. Public Duties

15.1 Where the college provides for paid leave of absence for employees undertaking public duties, this should apply on the appropriate pro-rata basis to TTO employees.

15.2 Where an employee has been on jury service for an extended period, and there have not been enough college holidays to accommodate their annual leave, they should be able to take their annual leave at a later date.

16. Training and Career Development

16.1 TTO employees must be given equal access to any training and career development opportunities.

16.2 If TTO employees are required to undertake training outside of their normal working hours, they should normally receive payment or paid time off in lieu for this time.

17. Participation in trade union activities and duties

17.1 TTO employees should be allowed the opportunity to fully participate in the activities of their recognised trade union. If the employee is required to undertake duties outside of their normal working hours, appropriate arrangements for pay or paid time off in lieu should apply if an all-year-round employee would have been paid during this time.

18. Sickness absence and sick pay

18.1 The NJC will issue further guidance in due course.

19. Maternity, parental leave, shared parental leave and adoption leave

19.1 The NJC will issue further guidance in due course.

20. Local policies on term-time working arrangements

20.1 It is recommended that all employers develop term-time only working policies and pay and annual leave calculations that reflect working arrangements applicable in that college in consultation with recognised trade unions. The local policies should be made available to employees by appropriate means.

College Support Staff Pay Example Calculation

The below examples follow the calculation methodology set out in the Advisory Model Calculation in section 6 which can be summarised as follows:

Summary of Calculations:

Annual Leave Accrual (FTE):

$365 \text{ days} / 7 \times 5 \text{ days} = 260.71$ maximum available days

$260.71 - \text{FTE days annual leave (incl public holidays)} = \text{maximum working days Annual}$

$\text{Leave}/\text{maximum working days} = \text{days annual leave accrued each working day}$

Term-time only calculation:

$\text{Working days} \times \text{accrual per working day} = \text{days annual leave (not fewer than 5.6 weeks' leave)}$

$\text{Working days} + \text{days annual leave} = \text{total paid days}$

$(\text{Total paid days}/\text{maximum available days}) \times 100 = \% \text{ of working year full time equivalent.}$

Example 1 – 39 weeks per year, 37 hours per week

Annual Leave Accrual (FTE):

$365 \text{ days} / 7 \times 5 \text{ days} = 260.71$ maximum available days

$260.71 - 35 \text{ days annual leave} = 225.71$ maximum working days

$35 / 225.71 = 0.1551$ days annual leave accrued each working day

Term time only calculation:

$195 \times 0.1551 = 30.2445$ days annual leave

$195 + 30.2445 = 225.2445$ total paid days

$(225.2445 / 260.71) \times 100 = 86.3965\%$ of working year full time equivalent

Based on an FTE salary of £20,000, the term time worker would receive £17,279.31 (i.e 86.3965% of £20,000.)

Example 2 – 43 weeks per year, 37 hours week

Annual Leave Accrual (FTE):

365 days / 7 x 5 days = 260.71 maximum available days

260.71 – 35 days annual leave = 225.71 maximum working days

35 / 225.71 = 0.1551 days annual leave accrued each working day

Term time only calculation:

215 x 0.1551 = 33.3465 days annual leave

215 + 33.3465 = 248.3465 total paid days

$(248.3465 / 260.71) \times 100 = 95.2577\%$ of working year full time equivalent

Based on an FTE salary of £20,000, the term time worker would receive £19,051.55 (i.e 95.2577% of £20,000.)

Example 3: using an hours based calculation

If an example term-time employee was contracted to work 7 hours on a Tuesday and 3 hours on a Thursday for 39 weeks a year, it would be more appropriate to calculate their pay and leave entitlement based on hours rather than days.

Again, you should compare the hours worked to that of an all-year-round equivalent (FTE) employee to calculate the proportion of leave and pay they are entitled to.

If the all-year-round equivalent employee is entitled to 35 days leave (21 days leave, 2 concessionary days, 8 bank holidays and 4 long service days) they would be required to work for 225.71 days. (260.71-35 days leave).

Therefore, assuming a 37 hour week, the FTE would be required to work for 1670.254 hours per year (225.71 x 7.4 hours) and would receive 259 hours of leave. (35 x 7.4 hours).

The example TTO Employee is required to work 390 hours per year (10 x 39). This equates to 23.349% of the hours of an all-year-round equivalent employee. (390 / 1670.25).

Therefore the term-time employee should be entitled to 23.349% of the pay and leave of the all-year-round equivalent employee.

i.e. 60.48 hours of leave (23.349% of 259) and assuming a FTE salary of £20,000 they would receive £4670 as pay (23.349% of £20,000).

Example 4 – 39 weeks per year, 15 hours week (Incl calculation of FTE 37 hr / wk)

Annual Leave Accrual (FTE):

$365 \text{ days} / 7 \times 5 \text{ days} = 260.71$ maximum available days or 1929.254 hours (260.71×7.4)

$260.71 - 35 \text{ days annual leave} = 225.71$ maximum working days or 1670.254 hours (225.71×7.4)

$35 / 225.71 = 0.1551$ days annual leave accrued each working day

Term time only calculation:

$195 \times 0.1551 = 30.2445$ days annual leave

$195 + 30.25 = 225.2445$ total paid days

$(225.2445 / 260.71) \times 100 = 86.3965\%$ of working year full time equivalent

Part time hours calculation:

$37 / 5 = 7.4$ hours per day (for a TTO employee working 37 hours per week)

$225.2445 \times 7.4 \text{ hours} = 1666.8093$ paid hours per year (for a TTO employee working 37 hours per week for 39 weeks a year)

$1666.8093 / 37 \text{ hours} \times 15 \text{ hours} = 675.7335$ part-time paid hours per year (35.0256% of the hours of the FTE – $675.7335 / 1929.254$)

Based on an FTE salary of £20,000, the term time worker would receive £7,005.30 (i.e 35.028% of £20,000.)

Joint Guidance on Work-Life Balance in Sixth Form Colleges

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: (*statutory entitlements are boxed*)

- 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 observances
- Flexible Working

1. **Parental Leave**

Statutory Entitlements (The Default Scheme)

Parental leave is governed by the Employment Rights Act 1996 and the Maternity and Parental Leave etc. Regulations 1999 (as amended). 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:

- All employees are entitled to take 18 weeks leave, up to the child's 18th birthday.
- The leave is to be unpaid.
- To be taken in units of one week (exception for parents of disabled children)

- No more than 4 weeks to be taken in any one year.
- Notice of at least 21 days required, giving the dates when the leave is to start and finish. It need not necessarily be in writing.
- Qualifying employees are entitled to parental leave in respect of each of their children and leave must be taken before the child's 18th birthday.
- For adopted children, leave may also be taken up to the child's 18th birthday.
- The employer 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
- 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 less² the employee will be entitled to go back to the same job.
- A 'week' equals the length of time an employee normally works over 7 days.

Clearly the default scheme 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.

1.1 **Parental Leave During Term Time**

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.

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 business³. Colleges should be aware that they will need to have objective justification for any postponement.

² 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'.

³ Note, there is no provision to postpone where the employee has given notice to take parental leave immediately after the time the child is born or is placed with the family for adoption.

1.2 **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.

1.3 **Eligibility for Parental Leave**

Both mothers and fathers, whether they are the natural or adoptive parents, can qualify for parental leave, provided they are employees. They must be named on the child's birth certificate or they must have, or expect to have, parental responsibility under the law⁴ for the child. 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.

1.4 **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.

1.5 **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. The notice does not have to be in writing.

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.

⁴ 'parental responsibility' has the meaning given by section 3 of the Children Act 1989.

2. Maternity Support/ Paternity Leave

Statutory Entitlements

Paternity Leave

- One or two weeks' paid paternity leave within 52 weeks of the child's birth.
- Where there is an adoption, one or two weeks paid paternity leave an agreed number of days after the date of placement or, for overseas adoptions, on the date the child arrives in the UK or an agreed number of days after this.
- Payment at the same rate as the current rate of SMP, (or 90% of average weekly earnings if this is less).
- The employee must be the father of the baby and/or the husband or partner including same sex partner or civil partner of a woman who is due to give birth or adopt a child. (A partner is someone who lives with the mother of the baby and is in a relationship but not an immediate relative.)
- Fathers or partners must have or be expected to have, the main responsibility for the baby's upbringing, apart from any responsibility of the mother.
- Fathers or partners to notify their employer of their planned date of leave in the 15th week before the week the baby is due.
- Fathers or partners to complete a simple self-certificate to confirm their eligibility.
- Fathers or partners who choose can take leave from the date of birth of the child, whether this is early or late.
- When a couple adopts, they can choose who takes adoption leave and who takes paternity leave.
- As of 6 April 2026, paternity leave is a day-one right for employees and the requirement to have 26 weeks qualifying service has been removed.

In addition:

- The Employment Rights Act 1999 provides the right to reasonable time off to provide assistance on an occasion when a dependant gives birth (see 'Time off for dependants' above).
- As of 6 April 2026, under the Employment Rights Act 2025 and related regulations, fathers and partners have a day-one right to take unpaid parental leave from the time of the child's birth, provided they give at least 21 days' notice from the expected week of childbirth of the date they wish the leave to start and the length of the leave requested.

Contractual Entitlements

Clauses in the Conditions of Service Handbooks for both Support Staff and Teaching Staff enhance the rights available under statute, in the following way:

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.

Leave for the purposes of supporting a woman 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 (including same sex partner) of the mother and is commonly known as paternity leave. The statutory scheme (above), including the contractual scheme (above) are paternity leave schemes.

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 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.

Colleges should consider the interaction between the entitlements to maternity support leave, parental leave and time off for dependants.

3. **Adoption Leave**

Statutory Entitlements

The key features of the statutory adoption leave scheme are:

Employees, (including surrogate parents) 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.

- 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).
- Statutory adoption pay is paid at 90% of earnings for the first 6 weeks. The current rate of statutory maternity pay (or 90% of average weekly earnings if this is less) for a period of up to 33 weeks.
- Adoptive parents must notify their employer of the planned date of leave when matched with a child.
- Adoption leave is available to only one parent. The other parent will be eligible for paternity leave.
- Adoption leave is available to parents adopting children from within the UK or overseas through an approved adoption agency.
- Employees have the right to time off to attend adoption appointments.

The above are the statutory minimum rights that colleges must give their employees. The Teachers' and Support Staff Handbooks advise 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.

Other issues that colleges may wish to consider include the following:

- Prospective adoptive parents may need time away from work for meetings with social services, the adoption agencies and the child before adoption takes place.
- 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.
- Prospective adoptive parents may be given very short notice of when the child will be placed, and procedures need to take this into account

4. 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:
 - a) To provide assistance on an occasion when a dependant falls ill, gives birth or is injured or assaulted,
 - b) To make arrangements for the provision of care for a dependant who is ill or injured,
 - c) In consequence of the death of a dependant,
 - d) Because of the unexpected disruption or termination of arrangements for the care of a dependent, or
 - e) 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.
- No minimum service is required to qualify for the leave.
- The leave is to be unpaid.
- A dependant is defined as the employee's:
 - spouse, civil partner or partner
 - child,
 - parent, or

- person who lives in the same household as the employee, otherwise than by reason of being his employee, tenant, lodger or boarder.
- For the purposes of a) and b) above the definition of a dependent *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.
- For the purposes of d) above, the definition of a dependent *also* includes any person who reasonably 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 paragraphs 36 and 16 respectively, 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, or being more specific, about the definition of dependant to ensure that all similar close relationships are covered.
- 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.

5. Time Off for Fertility Treatment

Statutory Entitlements

There is no specific legal right to have time off for fertility treatment.

Fertility treatment may require employees to take 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.

The need for fertility treatment only affects a small minority of employees at any one time, but for them it is a major issue.

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. Colleges should treat IVF appointments and related sickness the same as other medical appointments and sicknesses.

6. 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 harmonises and extends the Employment Equality (Religion and Belief) Regulations which prohibit 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, in which case it would be prohibited under the Equality Act 2010 which replaced the Race Relations Act 1976.

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 Regulations⁵.
- It should be remembered that depth of religious belief varies between individuals. Simply because some employees of a particular faith may not

⁵ Workers have the right not to work more than an average of 48 hours per week (unless they have opted out in writing), to 11 consecutive hours' daily rest and 24 hours' weekly rest (or 48 hours per fortnight), to an in-work rest break where the working day is longer than six hours, and to 5.6 weeks' paid annual leave each year (pro-rata for part-time employees).

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.

7. Flexible Working

Statutory Entitlements

All employees have the legal right to request flexible working, 'this is known as making a statutory application'. There are no specific entitlements to flexible working patterns. This is a 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.

They will wish to ensure that any arrangements are in accordance with the **Equality Act 2010**. **Specifically they should be aware that;**

- unreasonable refusal to consider requests for part-time work for women returning from maternity leave may contravene the Equality Act.
- Disabled staff have the right to work reduced hours or a different work pattern if they require this to carry out the job, and it is a reasonable adjustment to the job.

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 hours⁶ - 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 19 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'

⁶ This is where employees are able to exchange hours with colleagues doing the same type of work at different times of the day.

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.

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.

Shared Parental Leave

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).
 - 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 colleges policy to encourage open discussion with employees to ensure that questions and problems can be resolved as quickly as possible.
2. **Eligibility**
 - 2.1
 - The mother/adopter and, one of the following:
 - the father of the child (in the case of birth)or
 - the spouse, civil partner or partner of the child's mother/ adopter
3. Both parents must share the main responsibility for the care of the child at the time of the birth/placement for adoption.
4. Additionally an employee seeking to take SPL must satisfy each of the following criteria:
 - 4.1 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.
 - 4.2 the employee must still be working for the college at the start of each period of SPL, 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.

- 4.3 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 a week in any 13 of those weeks;
- 4.4 the employee must correctly notify the college of their entitlement and provide evidence as required.

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.

- 4.5 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.
- 4.6 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.
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).

- 4.7 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.
- 4.8 SPL will generally commence on the employee's chosen start date specified in their leave booking notice, or in any subsequent variation notice.
- 4.9 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.

5. Notification

- 5.1 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.
- 5.2 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.
- 5.3 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.
- 5.4 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.

6. Evidence of Eligibility

- 6.1 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

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

7. Fraudulent Claims

- 7.1 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.

8. Discussions regarding Shared Parental Leave

- 8.1 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.
- 8.2 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.
- 8.3 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.
- 8.4 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.
- 8.5 At the meeting the employee may, if they wish, be accompanied by a workplace colleague or trade/ professional association union representative.
- 8.6 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.

9. Booking Shared Parental Leave

- 9.1 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.

9.2 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.

Allowing an employee to submit three notifications to book/vary leave is a statutory entitlement.

9.3 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.

9.4 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.

9.5 Continuous leave notifications

9.6 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).

9.7 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.

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

10. **Discontinuous leave notifications**

10.1 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.

10.2 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.

10.3 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.

11. **Responding to a Shared Parental Leave notification**

11.1 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.

11.2 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.

- 11.3 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.
- 11.4 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.
- 11.5 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.

12. Variations to arranged Shared Parental Leave

- 12.1 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.
- 12.2 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.

13. Statutory Shared Parental Pay (ShPP)

- 13.1 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.
- 13.2 ShPP may be payable during some or all of SPL, depending on the length and timing of the leave.

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

- 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;
- the employee must intend to care for the child during the week in which ShPP is payable;
- 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;

- the employee must remain in continuous employment until the first week of ShPP has begun;
- the employee must give proper notification in accordance with the rules set out below.

13.3 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.

13.4 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:

- the start and end dates of any maternity/adoption pay or maternity allowance;
- 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;
- 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.

It must be accompanied by a signed declaration from the employee's partner confirming:

- their agreement to the employee claiming ShPP and for the college to process any ShPP payments to the employee;
- (in the case whether the partner is the mother/ adopter) that they have reduced their maternity/adoption pay or maternity allowance;
- (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.

Any ShPP due will be paid at a rate set by the Government for the relevant tax year.

Terms and conditions during Shared Parental Leave

13.5 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.

13.6 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.

14. Annual Leave

14.1 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.

15. Contact during Shared Parental Leave

- 15.1 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.

16. Shared Parental Leave in Touch days

- 16.1 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.
- 16.2 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.
- 16.3 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.

17. Returning to work after Shared Parental Leave

- 17.1 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 colleges normal arrangements for sickness absence will apply. In any other case, late return without prior authorisation will be treated as unauthorised absence.
- 17.2 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. 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.

- 17.3 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.
- 17.4 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.
- 17.5 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.
- 17.6 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.

Neonatal Care Leave

Employees are entitled to take up to 12 weeks of statutory neonatal care leave if their child requires neonatal care. This leave is in addition to other types of parental leave such as maternity, paternity, adoption and shared parental leave.

Babies may require neonatal care if they are born prematurely or born with an illness or injury. Neonatal care could include hospital care, care or monitoring at home under a consultant's guidance, or palliative/end-of-life care.

The entitlement to neonatal care leave is set out in the Neonatal Care (Leave and Pay) Act 2023, which came into effect on 6 April 2025 and applies to babies born on or after this date.

Eligibility and Entitlement

Neonatal care leave is a day-one employment right and may be taken once a baby has received neonatal care for seven consecutive days, provided that the care begins within 28 days of the baby's birth. Leave must be taken in blocks of one week (in arrears) for a minimum of one week and up to a maximum of 12 weeks. All leave must be taken within 68 weeks of the child's birth.

Tiers of Leave

Tier 1

Applicable while the child is receiving neonatal care, and for one additional week after the care has ended. Leave may be taken in separate weekly blocks.

Notice must be given before the first day of leave (or as soon as reasonably practicable), although written notice is not required.

Tier 2

Applicable after the baby has left neonatal care. Leave must be taken in consecutive weeks and cannot be split or taken in blocks.

Employees must provide at least 15 days' written notice for one week of leave, or 28 days' written notice for two weeks or more.

Statutory Neonatal Care Pay

Statutory neonatal care pay is available for up to 12 weeks, subject to eligibility. Both workers and employees may qualify. They must have 26 weeks of continuous service before the 'relevant week'; they must remain employed in the week before neonatal leave begins; and must have earned an average of at least £125 per week for eight weeks prior to the relevant week.

Statutory neonatal care pay is paid at the statutory rate set by the government (currently £194.32 per week or 90% of average weekly earnings, whichever is lower).

Carer's Leave

All employees are entitled to take up to one week of unpaid carer's leave every 12 months to provide or arrange care for a dependant. A dependant is a spouse, civil partner, child, parent, someone who lives in the same household (excluding tenants, lodgers or employees), or a person who reasonably relies on the employee for care. The dependant must have a long-term care need, such as a disability (as defined by the Equality Act 2010), an illness or injury that is expected to last more than three months, or care needs related to old age.

Taking Leave

Carer's leave may be taken as half days, full days or as a single block of one week. The entitlement is equivalent to the employee's normal working week (e.g. five days' leave for a five-day working pattern).

Employees are not required to submit their request in writing or to provide evidence of the dependant's needs.

Employees must provide appropriate notice as outlined below:

Number of days requested	Minimum notice required
Half day or 1 day	3 days' notice
1.5 or 2 days	4 days' notice
2.5 or 3 days	6 days' notice
3.5 or 4 days	8 days' notice
4.5 or 5 days	10 days' notice
6 days (6-day working week)	12 days' notice

If short notice is required (e.g. an emergency) and notice cannot be given, employees may instead take 'time off for dependants'.

Postponement or Cancellation

Requests for carer's leave cannot be refused but may be postponed by the employer if the absence would cause significant disruption. In such cases, the college must provide a written explanation for the postponement and allow the leave to be taken within one month of the originally requested date. This must be provided within seven days of the request and before the leave was due to start.

If circumstances change and the leave is no longer required, employees may request that their leave is cancelled. Although colleges are not obliged to approve such requests, they should consider them fairly and reasonably.

Job Evaluation Guidance

The National Joint Council (NJC) Committee for Support Staff in sixth form colleges supports the use of an NJC recommended job evaluation scheme and bespoke sector guidance to support all Sixth Form Colleges Association (SFCA) colleges in undertaking local pay and grading reviews.

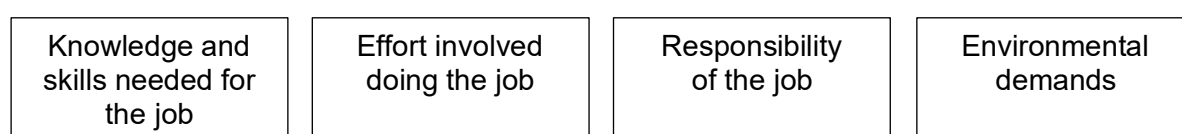
This recommendation is for all SFCA member institutions and not just for those covered by the NJC. All colleges have a duty to promote gender equality and it is agreed that pay, grading and conditions of service of support staff at both national and college level should seek to ensure consistency, transparency, equality and fairness.

SFCA negotiates pay and terms and conditions of service for support staff in sixth form colleges and 16 – 19 academies. The NJC involves the SFCA and its member college representatives as the employer side and public sector union UNISON representing college employees as the staff side.

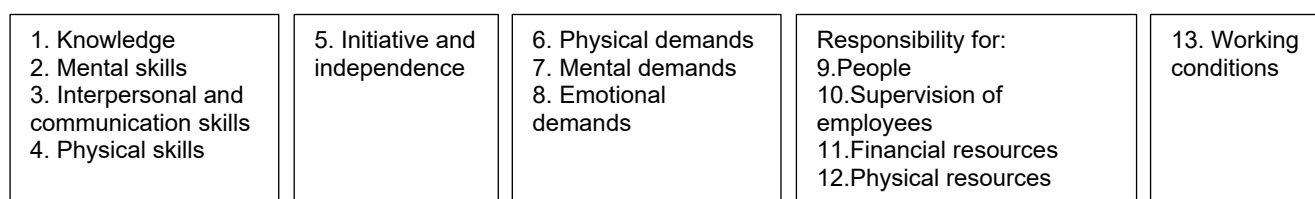
The committee for support staff considered various options to assist SFCA member institutions with their local pay and grading reviews, and agreed that the Local Government Services (LGS) scheme provides the best fit for the sixth form college sector. The LGS 13-factor job evaluation scheme has been developed to comply with equal value principles and practices and to cover a wide range of support staff jobs. Job evaluation gains maximum acceptance in the workplace when it is “owned” by both the employer and the employee. This scheme is recommended by the NJC, although of course this does not prevent colleges from using an alternative scheme.

NJC recommended 13-Factor Job Evaluation Scheme

FOUR MAIN JOB ASPECTS/FACTORS USED TO MEASURE JOB SIZE



LGS 13-Factor Job Evaluation Scheme



Determine the job scores for the range of roles covered

Determine the rank order

Determine pay grades

Colleges need to carefully consider which scheme is best for them and take account of financial implications and affordability of any potential costs arising from undertaking a job evaluation exercise. This includes any potential costs that may arise from any adjustments to local pay and grading arrangements.

The NJC has agreed to recommend use of the existing Local Government Services (LGS) Job Evaluation Scheme for use in SFCA member colleges.

To assist colleges, the NJC has agreed this bespoke guidance for the sector, which can be used in conjunction with/alongside the LGS job evaluation scheme to support colleges to undertake local reviews using the NJC recommended job evaluation scheme.

What is Job Evaluation?

All sixth form colleges currently 'evaluate' support staff jobs in some way to decide on the pay and grading for their jobs.

Comparing jobs to each other in a fair, consistent and transparent way can be difficult e.g., deciding the rank order of college receptionist, maintenance officer, science technician and finance officer, and this is where job evaluation can support a college.

- Job evaluation looks at jobs by breaking them down into aspects (factors) which can be analysed separately and which are then added together to achieve the total score for the whole job.
- Job evaluation looks at the relative size of jobs in a systematic way; a process which still involves the use of judgement but according to defined and clear procedures and guidelines.
- Job evaluation therefore aims to assess all jobs fairly, openly and non-discriminatorily to produce an acceptable rank order of jobs. This is then the end of the job evaluation process. The resultant rank order assists with the development of an appropriate and fair grading structure.

Why use Job Evaluation?

Advantages

- All college support staff jobs are assessed in the same way against the same factors in the recommended job evaluation scheme thus ensuring consistency across the college and ensuring fairness and equity between all jobs.
- It considers the duties and responsibilities of jobs (not people) and job evaluation ignores gender, age, race, contract status etc.
- It enables all support staff to understand the scheme used, the factor scores and how the total score relates to a grading structure.
- The initial exercise evaluates all existing support staff jobs and in the future, when new jobs are created or existing jobs change, it makes the consideration of an appropriate grading much easier and ensures that it is fair.
- Job evaluation aims to create a fair, non-discriminatory, transparent and equal-pay proofed college pay structure and is, therefore, unless it is otherwise unsuitable to be relied upon, the only real defence against equal pay claims.

Disadvantages

- As mentioned previously there is an unknown cost to the college depending on how inconsistent the current grades are and how regradings and salary protections are handled.
- It raises staff expectations, which have to be managed carefully. In every job evaluation exercise some jobs may go up the grading structure, some may stay exactly the same but some may go down.
- It can sometimes be seen as reducing management flexibility. This is overcome by flexible pay and reward strategies including evidence-based recruitment and retention supplements for difficult posts to fill.
- It adds to administration and there is a cost in terms of time in undertaking the exercise.

Job Evaluation Key Considerations

At the outset and throughout a job evaluation exercise it is helpful for all involved to understand, and for management and unions to continually emphasise, the following key facts that underpin the project.

This will benefit those overseeing the project including working group members, support staff (being evaluated and not being evaluated), trade union representatives and any other members of the evaluation and appeals panels to keep the basis of the exercise in focus. The most important things to bear in mind are as follows:

Jobs, not people

The college job evaluation exercise is precisely that i.e. an evaluation of jobs and not the staff currently occupying them. Current postholders are used to describe in detail the jobs they undertake. However, the exercise is about jobs, not people.

Fully acceptable performance

The college assumption should be that all the duties listed as being part of the job are undertaken to a totally acceptable level. Job evaluation does not look at the capability or performance of current postholders.

Job as it is now

A job evaluation exercise is a 'snapshot' of the jobs in the college at the time the exercise is undertaken. The description of the job must not be confused by looking back at how the job used to be undertaken or how it may be undertaken in a few months' time. It is very important that the job as it is being undertaken at the time of the exercise is fully and clearly explained and scored, as the basis for the future. Any changes to the job in future can then be clearly noted and assessed.

Current grading plays no part

A job evaluation exercise involves starting with a clean sheet. The current grading of posts will have evolved in different ways and for different reasons, often without any formal job evaluation. The current grading of jobs may also reflect current or past market conditions. The current grading, therefore, may or may not represent the size of the job in evaluation terms and so it is essential that the evaluation panel ignore known current gradings and rank order and ensure that they measure the job as it is described against the factors in the job evaluation scheme.

To ensure this approach is followed it is important that the points matrix is not available to the evaluation panel when they are scoring the jobs as this can lead to scoring aiming to justify the current or another pre-set rank order result.

Job understanding

Unless the evaluation panel members fully understand a job and how it operates, they will struggle to be able to evaluate it. Time needs to be spent in arriving at clear and agreed descriptions of each job on a consistent basis. For this reason solely using existing job descriptions may not be the best approach to take, as they can be incomplete and/or out of date or not cover all aspects of the job evaluation scheme.

All job holders, therefore, must complete a thorough job description questionnaire based on the factors of the job evaluation scheme. It is vital that all questions are answered clearly and thoroughly so that e.g., it is clear which job has the budget responsibility, which job manages a team of staff etc. At the end of the job evaluation exercise the questionnaires can be used, if necessary, to provide staff with up-to-date job descriptions.

Communicating with college support staff

As soon as it is agreed that a job evaluation exercise will be undertaken (if not before) the job evaluation scheme and additional guidance should be made available to all support staff and their managers so that all can see: the scheme to be used, the processes to be undertaken, the timescales for the process and the arrangements for appeals. Openness and transparency are fundamental to the process as a matter of good practice. Along with a project plan a communication plan is essential to keep all parties engaged and up to date. There will be times when there may be nothing to report but it is important to communicate on a regular basis using all forms of communication available.

Colleges must ensure they keep staff updated on the job evaluation project from the very outset. It will also be necessary to communicate with all staff (including those absent on maternity leave, sick leave, part-time employees and job sharers) before, during and after the job evaluation exercise. Jointly agreed communications can be effective, but that does not preclude employer or trade union only communications at appropriate points in the process.

The Evaluation Process and Rank Order

The Evaluation Panel

It is essential that the evaluation panel members operate in strictest confidence throughout the process.

The selection of the evaluation panel is critical to the success of the exercise. The evaluation panel needs to consist of representatives of college management and representatives of support staff. A balance needs to be struck between keeping the panel small enough to be effective yet ensuring that sufficient people are trained and sit on the panel to keep the scheme running in the future. In addition, an appropriate gender balance is essential.

Members of the panel are “representatives” in the sense that they come from a cross-section of the college rather than representing a particular view or group. Members of the panel must ensure that they are unbiased in the evaluation of all posts, they must not favour other posts in their team or the team that they manage. When the jobs of members of the evaluation panel are considered, they should not be present. The evaluation panel will need to appoint one of its members to chair the proceedings and the Chair particularly needs to ensure that every post is considered fairly and equitably. Members of the panels,

and especially the evaluation panel, need to be aware of the time commitment that is necessary to undertake this work thoroughly.

At the same time consideration needs to be given to the membership of the appeals panel. There must be no overlap between the membership of the two panels. Ideally the appeals panel should include a staff representative.

Copies of all the agreed job description questionnaires need to be sent to the evaluation panel a week or more before the panel meets to start evaluating jobs.

Members of the evaluation panel need to read and provisionally score the questionnaires for all jobs before the panel meets so that when it does the most efficient use of the panel's time can be made. All panel members must be present throughout all the evaluations, as local interpretations of how to use the scheme will be developed. It is vital that a member of the panel acts as Secretary to keep a detailed note of the agreed evaluations and the reasoning behind them.

If the panel is unsure of any facts or does not understand the job in any way then further information from both the jobholder and the line manager must be sought and the questionnaire amended accordingly. Members of the panel will consider each job in turn, ideally taking sections or departments together so that as each individual job in the section/department is considered a picture builds up of just how the team of jobs operates.

To assess each job, each factor of the scheme will be considered in turn. Panel members will volunteer the provisional score they have assigned beforehand to that factor for that job. If they are all agreed then that accepted score will be noted. If panel members have different initial scores then they will discuss the range of potential scores against the information provided on the questionnaire (bearing in mind particularly the ground rules for the exercise e.g. that it is the job and not the jobholder that is being evaluated). Discussion should continue until a consensus is reached and that agreed score is noted with, if necessary, some comment on the reasons behind it. If, after reasonable discussion, a consensus cannot be reached at that time then a split score should be recorded for the time being. As other jobs are evaluated, particularly in the same group of staff, issues may be clarified and the panel should find that it can come to an agreed position. At no time should a 'vote' be taken; it is important that all scores are agreed and that the reasons for them are understood and recorded as necessary.

As mentioned previously it is strongly recommended that panel members do not have with them or refer to the matrix of scores in the evaluation panel meeting as this can lead to deliberate maintenance of the status quo or some other pre-conceived rank order.

It should be remembered that more senior jobs will not necessarily score highly on all factors. Similarly, more junior posts will not necessarily score lowly on all factors. Supervised posts may score as highly as their managers on some individual factors. Indeed it is anticipated that all jobs will score higher than level 1 on one or more of the responsibility factors.

Rank Order Review

When each job has been evaluated in this way under each factor a few days should be allowed for an appropriate person to score the jobs using the scheme's matrix and draw up a rank order of all the jobs on this basis. The rank order should then be distributed, totally confidentially, to each member of the evaluation panel.

The panel should then meet to undertake a review of the resultant rank order. The review should commence with a 'sore-thumbing' exercise i.e. each member indicates the posts which they feel might be incorrectly scored either after further reflection on the evaluation discussions or as a result of considering the position of the job in the new rank order.

In the original evaluation process each job is looked at in turn against each of the scheme's factors. In the review the process must go the other way round and each factor must be considered in turn to ensure consistency between the jobs and the correctness of individual scores under that factor. It is essential to ensure that the panel scored jobs considered at the end of the evaluation process consistently with those scored at the beginning and vice versa.

When each factor has been considered and any other issues about the scoring of jobs has been discussed, then the panel must agree the final rank order. This concludes the job evaluation exercise except for the consideration of individual requests for re-assessments and the hearing of appeals by the appeals panel.

It is strongly recommended that, although staff should receive regular communications informing them of the progress of the evaluation exercise, the results of the evaluation scoring and revised rank order should be kept confidential until staff can also be informed of the grading implications.

Key Stages of Job evaluation

The key stages of a job evaluation process are set out below. However, this provides a brief overview and is not exhaustive, therefore colleges should also consider the ACAS guidance, particularly the section which covers 'What issues will my organisation need to consider before we decide on job evaluation?'

Forming a job evaluation working (steering) group

For a college to successfully undertake a job evaluation exercise the first stage should be to form a working group to oversee the project. The working group should include college management and college trade union representation. The group should consist of at least one senior leadership representative to take the role as chair (ideally a deputy principal/vice principal), at least one HR representative and involve at least one trade union representative – other relevant support staff involvement should be agreed between management and unions at the outset. The working group and evaluation panel members can be formed of the same representatives. The appeals panel should be made up of different representatives from the evaluation panel and should consist of trained evaluators who have not previously evaluated the role as a panel member.

The working group should agree the following:

- The job evaluation scheme to be used, if it is not the NJC recommended LGS scheme. The scheme chosen must be designed to comply with the requirements of the Equal Pay Act 1970 and be free of sex bias
- Agree and work to a detailed project plan identifying key stages, timescale resources and a communication strategy of advising all parties at each stage of the project

- A training session for members of the evaluation and appeals panels covering the application of the scheme and equality awareness. All members of both panels must be present throughout the whole training process. Training is likely to take 1-2 days to complete thoroughly. Employer and union representatives involved in introducing and applying the scheme will need full initial training and regular refresher training both in applying the scheme and in equality awareness to ensure decisions are free from bias
- All members of support staff and their managers should be briefed on the work they need to do to get the exercise started
- The coverage of the job evaluation review – the number of the support staff and jobs to be included in the review
- Roles and responsibilities of working group members – could share – e.g. communication, job analysts, evaluators etc
- The review timescales – these need to be realistic and take full account of existing conflicting workloads of college staff and other challenges facing the college
- Management of the project and available resources – time away from normal duties
- College sign off and ownership – decide on either principal or governing body sign off and whether joint ownership of the review is possible or practical
- Support of staff including managers taking part in the review and consideration of the trade union facility agreement, which may need to be reviewed to take on board the involvement of union representatives in implementing the scheme
- Use of any external support – SFCA can be contacted for specialist support and will be in a position to recommend appropriate external job evaluation support for member colleges

Training analysts & evaluators

Working group members should be trained in the general principles of job evaluation and more specifically in the way the selected scheme works and equality issues, to ensure the working group members and every aspect of the college job evaluation review are free from bias.

Gathering job information on the benchmark sample, using the job description

Colleges currently maintain agreed up to date and accurate job descriptions for reasons of good HR practice and these job descriptions will be crucial for any job evaluation review. To add to the information contained within the job description colleges should decide to use job evaluation questionnaires completed by staff (and may wish to have assistance from job analysts) involved on the working group and signed off by line managers (A model questionnaire is available from SFCA).

The working group will need to decide on the benchmark jobs that need to be evaluated. The expectation is that SFCA member institutions will want to evaluate all support staff jobs, but some may want to identify a benchmark sample of jobs against which to test both the scheme and associated procedures and it is perfectly acceptable to take this approach.

There is no right answer to the question about how large the benchmark sample should be. The size of the benchmark group depends on the variety of the jobs in the college. Benchmark samples in reasonably sized colleges are likely to be between 10% and 15%. To provide a representative benchmark, colleges should aim to include common jobs e.g. administrative assistants; less common jobs e.g. maintenance; jobs that may be dominated by one sex; gender-mixed jobs; jobs with significant ethnic minority representation; jobs at different levels in the organisational hierarchy (which may be indicated by the current grading structure) and jobs normally carried out on a full-time basis; and jobs usually undertaken part-time or term time only.

Questionnaire

Unless the college intends to use available software to collect job information then all members of the support staff need to complete a detailed job description questionnaire. Time will need to be made available within normal working hours for this work to be completed thoroughly and appropriate facilities should be made available. Where there are a number of job holders doing the same or similar work, it could be that one completes the questionnaire and others could add comments.

Evaluating the Benchmark Sample

In the context of implementing the LGS NJC job evaluation scheme, the function of the benchmark sample is to provide a set of jobs for which there has been:

- Full analysis of the jobs – through completion of questionnaires; job analysis interviews; line manager checks – as agreed locally. (Colleges that have relied on job descriptions generally find that the way in which they are written does not cover the 13 factors of the scheme with outcomes being more subjective than objective)
- Evaluation of the jobs under the individual job evaluation scheme factor headings, with detailed records, outcomes and reasons
- Thorough consistency checking, both during and after the benchmark evaluations, within and across job groups

The benchmark sample can then be used to:

- Develop local conventions
- Test and, if necessary, modify in the light of experience, the procedures used for collecting and analysing job information, evaluating jobs and consistency checking
- Provide a framework against which all subsequent evaluations can be checked for consistency

Checking the Benchmark Sample for consistency

Principles

Moderation is the term often used for the consistency checks which need to be carried out for all job evaluation exercises (on any scheme and whether paper-based or computerised) to quality assure the exercise and to identify any factor assessments or jobs which appear 'out of place'.

This does not mean that any jobs identified through consistency checking or moderation are necessarily wrongly evaluated, but that further investigation is required to see why they have been evaluated in the way they have.

Consistency checking/moderation should be carried out:

- After the benchmark or pilot exercise: at this stage it is also a check on how the local conventions are operating; and
- At regular intervals during the remaining evaluations (depending on how high the level of consistency is; can be spaced out further once good consistency is established); and
- When all evaluations have been completed and before publication of any results

Consistency checking should be carried out by a joint representative panel that has been trained in the application of the NJC recommended scheme and equality issues. Consistency/moderation can be done by a series of 'spot checks', but is best carried out systematically.

Checking the benchmark sample should include:

- Usage of factor levels
- Distribution of evaluations
- Specific factor checks
- Checks for double counting
- Overall range of total weighted scores
- Specific checks of total weighted scores
- Vertical and horizontal organisational checks

All distinct college support staff jobs within the scope of the exercise should be analysed and evaluated if the job evaluation is to provide a valid defence to an equal pay claim.

Checking for consistency of evaluation factor by factor

No matter how careful a college has been in comparing jobs against the job evaluation scheme, it will be important for the overall credibility of the exercise to check the outcomes by making comparisons across jobs. This process of consistency checking is sometimes called moderation (or sore thumbing). The working group or members of the working group will undertake this task. It is crucial to ensure trade union or employee representations are part of this process as making amendments at this stage of the process can sometimes be seen as manipulating the outcomes to secure the desired management objectives rather than for the sake of greater consistency.

Appeals

It is good job evaluation practice to allow employees to appeal if they are dissatisfied with the outcome of an evaluation exercise, and an appropriate appeal procedure should be developed locally.

When considering local appeal procedures, colleges should ensure principals of natural justice, fairness, openness, transparency and the joint working arrangements in place with trade unions.

The aim should be to minimise the number of appeals, as they can be viewed in a negative light and impact on the credibility of the job evaluation project. However, if a jobholder is not satisfied with their job evaluation score and grade for their role then they should have the right to an appeal hearing.

An appeal must be based on one or more of the following criteria:

- The scheme has been wrongly applied e.g. factor levels have been wrongly allocated
- The job evaluation questionnaire did not provide complete and accurate information
- A comparable job has been evaluated at a higher grade (this allows equal value issues to be resolved)
- A job has been wrongly clustered with others for the purpose of job evaluation

An appeal cannot be made because the employee disagreed with the pay grade for the role resulting from the job evaluation outcome.

An appeal can result in a lower grade, the same grade or a higher grade. In all circumstances the appeal must be based on the original job description and person specification submitted to the panel and not one that has been revised.

Appeals are usually time-limited, for example within three months of the publication of the job evaluation results, or where changes to the job role and subsequent evaluation have taken place. The request for an appeal must be submitted in line with the college policy and should include why the employee does not agree with the outcome, including written evidence with regards to specific factors to support this. If it is a request for re-evaluation, the employee should complete a form identifying the changes to the role, with a section for the line manager's comments. If there is disagreement between the jobholder and the line manager over the content of the job, the appeal should proceed with the jobholder's and line manager's comments included. It should be possible to resolve some potential appeals informally as they may be based on a lack of information about or understanding of the job evaluation system or procedures. Therefore, an informal stage to a college's appeals procedure could involve an employee meeting with a member of HR staff or evaluator, together with their union rep and/or line manager, to explore the cause of dissatisfaction.

It is necessary to agree locally how any informal stage will operate, including the process and timescales. Before moving to a formal appeal panel, the appeal procedure can include provision for an informal review of the job evaluation outcome.

This allows for:

- Any errors of scoring
- Potential appeals arising from lack of understanding or misunderstanding of the scheme or outcome, to be resolved through provision of the required information without resort to a formal appeal
- Advice to be provided on the scope of the appeal, which may assist the employee to decide whether to proceed to the formal stage

Such a step should not prevent an employee's right to proceed to the formal appeal stage should they remain dissatisfied.

Appeals Panel

For best practice, the appeals panel should comprise trained evaluators on both the employer side and trade union side who have not been involved in previous evaluations. In terms of practicality, it may be a smaller panel than the job evaluation panel.

An appeals panel must have been trained along with the evaluation panel at the start of the exercise. It is again vital that either a member of the appeals panel or another appropriate member of staff acts as secretary to the panel to keep a detailed note for the appeals hearings, the decisions of the panel and the reasoning behind them.

The appeals panel must be supplied by the person acting as secretary with any notes or comments by the evaluation panel in relation to the evaluation of the jobs to be considered by the appeals panel. Again, no new information can be referred to. In many instances, an appeal may be based on just one or two factors, but the appeals panel should review the whole role and evaluate all factors.

The decision of the appeals panel is final.

Monitoring

Whatever procedures are developed for appeals, it is important that careful records are kept of any changes, along with reasoning.

Appeals, like all other aspects of job evaluation, should be monitored and reported on within agreed timescales. Data should be maintained to be able to report on equality aspects and monitoring of the scheme.

The procedure at the hearing should normally follow this course:

The member of staff or her/his representative will state the member of staff's case.
The appropriate member of college management may ask questions of the member of staff or her/his representative.
The member of college management will state the college's case.
The member of staff or her/his representative may ask questions of the member of college management.
The person or persons hearing the appeal may then ask questions of both parties.
Closing statements by both parties, with the appellant speaking last.
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.

Next steps

The job evaluation project should not be seen as a one-off exercise. Having considered all the support staff posts in a college's initial exercise the evaluation of posts must be kept up to date and all posts should be reviewed from time to time.

If posts change in their duties and responsibilities, then the process for re-evaluation by the evaluation panel should be followed. If new posts are created then these should be evaluated and the grading determined, by the evaluation panel.

Colleges should consider undertaking an evaluation exercise within 5 years for all posts to ensure that consistency is maintained.

Pay and Grading Structure

After completion of the job evaluation exercise, colleges should consider how to reflect the agreed rank order in an appropriate pay and grading structure. In advance of any pay and grading review, college employers should explore guiding principles to underpin the work and engage with trade unions during the process.

As part of any pay and grading review, colleges should undertake an equality impact assessment of proposed changes to pay and grading and any other conditions, and undertake an equal pay audit. More information on these can be found on the SFCA website.

A pay scale should be devised which relates to job evaluation points. The pay scale could include pay bands/grades and the college needs to decide on the appropriate number of pay bands/grades to be used within the pay scale. If using pay bands/grades then these should be no more than 4 incremental pay points long. The college will need to decide how staff progress through any pay band/grade.

The NJC Support Staff Conditions of Service Handbook (Lilac Book) refers to pay arrangements for sixth form college support staff and the latest pay rates.

The job evaluation score determines the maximum point of a pay band/grade salary scale. Therefore, the maximum point of a pay band/grade is seen as an appropriate salary for the full range of job duties and responsibilities. On appointment, staff are normally placed on a pay point below the maximum of the pay band/grade in recognition of the fact that experience is needed in the post.

College pay and grading structures need to reflect the job evaluation scores consistently across the college. Where some jobs/roles are particularly difficult to recruit to, because of shortages of suitably trained applicants, and the college salary grade is shown to be insufficient, a market supplement may need to be added. This should be shown separately to the pay band/grade resulting from the job evaluation score to maintain transparency, consistency and fairness and to ensure the market supplement can be removed when market conditions change. Colleges may also need to consider pay protection and further guidance on this can be found on the SFCA website.

College management will need to have regard to the affordability of any new or changed pay and grading structure before agreeing to make any changes to college pay arrangements.

Facilities Agreement (Time off for trade union duties)

1. Introduction

This Facilities procedure (time off for trade union duties) provides colleges with recommended guidance on the arrangements for Sixth Form College employees who are trade union representatives to take time off to undertake union duties. The guidance in this procedure is jointly recommended by the NJC for Staff in Sixth Form Colleges. Colleges may wish to adopt this procedure at local level or use it to inform consideration of existing arrangements to help promote effective working relations between the college and its employees.

Legislation and Statutory Guidance

Legislation relevant to this joint guidance includes:

- The Trade Union and Labour Relations (Consolidation) Act 1992
- Employment Act 2002
- The ACAS Code of Practice on Time Off for Trade Union Duties and Activities
- ACAS Guidance: Trade Union Representatives in the Workplace

2. Scope and Purpose

- 2.1 This document covers the arrangements for the determination of time off for trade union representatives and trade union members employed by the college. The context of this document is determined by the Recognition and Procedures Agreement (Appendix 1, Conditions of Service Handbook).
- 2.2 It is acknowledged that representatives of the recognised trade unions have certain statutory rights to take reasonable paid time off from work for purposes connected with the conduct of workplace employee relations matters, health & safety and learning and training activities (Union Learning Representatives). Staff who are members of a recognised trade union have the right to reasonable paid time off to take part in union activities.

Trade Union Duties

- 3.1 The college will permit trade union representatives reasonable time off with pay within their normal timetabled working hours (including remission from teaching and learning support in the classroom) for the purpose of carrying out trade union duties. The duties must relate to those matters for which the trade union has been recognised and be performed on behalf of the college's employees. The college will seek to ensure that all meetings convened by the college and involving trade union representatives take place within their normal working hours.
- 3.2 The specific duties and activities for which paid time off will usually be granted are:
- Consultation with management on terms and conditions of employment (including pay and arrangements for pay determination). Examples: hours of work, holiday, sick pay scheme, pensions, staff development and

training, equal opportunities, travel and subsistence, notice periods, safety, occupational health.

- The full statutory provisions can be found in the ACAS Code of Practice, Time off for Trade Union Duties & Activities and the HSE Approved Code of Practice, Consulting Workers on Health and Safety.
 - Consultation and negotiation with management on engagement or non-engagement or termination or suspension of employment or the duties of employment of staff. Examples: recruitment & retention policies, redundancy and dismissal arrangements.
 - Consultation and negotiation with management on the allocation of work or the duties of employment between staff, i.e., working practices.
 - Individual representation, e.g. disciplinary, procedures, internal appeals, grievance procedures.
 - Consultation and negotiation with management on activities associated with the membership of a trade union, e.g. involvement in staff induction, provision of the names of new staff to trade unions, deduction of subscriptions.
 - Consultation and negotiation with management on the arrangements for consultation and negotiation and other matters relating to recognition rights and communication, e.g. procedures for collective bargaining, disputes, joint consultation, communicating with members and full time trade union officers.
 - Attendance at local, regional or national meetings of the trade union where the business of the union is under consideration. Time off for trade union representatives and members to attend annual conferences and other policy-making conferences of their trade unions as a delegate will in all cases be time off with pay.
- 3.3 Provided that the duties are connected to consultation and negotiation on the range of matters outlined above, reasonable paid time off may be sought to: prepare for negotiations; to consult with employed officials or local representatives of their union, inform members of progress and explain outcomes to members.
- 3.4 Requests for time off will not be unreasonably refused so long as adequate notice is given. When giving consideration to requests for paid time off, management will take account of the difficulties faced by trade unions and their members due to the nature of many staff's work patterns, scattered workplaces and the demands on those with caring responsibilities.
- 3.5 The college will also permit trade union representatives a suitable allowance of time off with pay in order to allow them to carry out their duties in relation to communicating with and consulting members on an on-going basis. The college recognises that the requirement to undertake such work will fluctuate throughout the year and that it may be in the best interests of the college and the trade union representative to agree a flexible and varied schedule of hours each term.

4. Training

- 4.1 The college will support trade union representatives in receiving training to undertake their duties. Paid time off will usually be granted for representatives to attend TUC approved courses (or equivalent where provided by a representative's own trade union). Newly appointed representatives will be permitted reasonable paid time off for initial training in basic representational skills as soon as possible after their appointment. The trade unions will ensure that trade union representatives receive appropriate training to allow them to discharge their trade union duties.
- 4.2 To be granted paid time off for training purposes the trade union representatives should provide a copy of the course documentation, give reasonable notice, state the purpose of the training and indicate its relevance to the representative's duties.

5. Trade Union Activities

- 5.1 The college accepts that staff who are members of a trade union have a right to reasonable time off to participate in the activities of a recognised trade union.
- 5.2 The college will allow trade union members to hold meetings on the premises outside their normal working hours, including at lunchtimes and immediately following the end of the student day. The timing of individual meetings will be agreed with the principal. The trade unions will give reasonable notice of such meetings and will inform the principal when external employed officials or local representatives intend to attend such meetings. The college will not unreasonably seek to place restrictions on the frequency or duration of such meetings or to the attendance of employed officials or local representatives. Such meetings should not disrupt the normal business of the college and all external visitors should report to reception on arrival as part of normal college procedures. If due to the nature of matters to be discussed an urgent meeting is required, the union will seek consent from the principal to allow trade union members to hold and attend such meetings on the premises within their normal working hours. Trade union representatives will give as much notice as possible when seeking consent for such meetings and the college will not unreasonably withhold such consent.

6. Accreditation and Facilities

- 6.1 A trade union representative must be an employee of the college who has been selected or appointed in accordance with the rules of the trade union concerned in order to be entitled to time off with pay.
- 6.2 The principal will confirm receipt of notification of the names of trade union representatives. Accreditation as a representative will be withdrawn following notification from the trade union or on the representative ceasing to be an employee of the college. Trade Unions will advise the principal of any changes on an annual basis.
- 6.3 The college will not take disciplinary action against a trade union representative until an employed official of that trade union has been consulted.

- 6.4 The college will provide suitable accommodation and facilities to be used for meetings by the Trade Unions and to interview members in a confidential manner.
- 6.5 Trade Unions will be provided with a notice board to publicise activities and provide general interest and may make reasonable use of the college's telephone, e-mail, computing and photocopying facilities. The college reserves the right to challenge the propriety of any material displayed and following consultation material will be removed if it is deemed to be inappropriate.
- 6.6 Where the employees at the college are elected as trade union officers at branch, regional or national level, the provision of time off on a paid or unpaid basis for them will be discussed with a full time official of the union concerned.

**Model Contract for Full-Time Permanent
(Specify if fixed term) Support Staff**

Name:

Job Title:

Date of Commencement of Employment

Date of Continuous Employment:

Employer: [COLLEGE/16 – 19 ACADEMY NAME] ('College')

1. Duties

- 1.1 You will carry out your duties under the reasonable direction of the College Principal. *The Principal may from time-to-time delegate this responsibility and other responsibilities mentioned in this contract to other members of the College management.*
- 1.2 You are employed as a [--- job title/brief description ---] and your duties will be as set out in the job description given to you specifying the particular tasks required of you.
- 1.3 From time to time your duties may be changed as the requirements of the job change, provided that the changed duties are consistent with the function of a [--- job title ---] and pay grade that you are appointed to, and take account of your qualifications and experience. Such changes will only be made after consultation and agreement with you.

2. Working Time

- 2.1 Your normal working week will be hours. Your normal working days and starting and finishing times will be Monday to [Friday], but may occasionally vary from time to time to meet the requirements of the job. In such cases your normal working days will be Monday to Sunday and any variation [will be discussed with you by your manager] OR [should be discussed with your manager in advance where you deem it necessary to vary these hours in order to fulfil your duties properly].

(If the College envisages average weekly hours of work but with flexibility as to start and finishing times:). Your average working week will be hours. Your normal working days and starting and finishing times will be Monday to [Friday]. Within your average weekly working hours, the College operates flexible start and finish times [with a minimum of [] hours per day] including one hour's daily lunch break [which must be taken between 12 noon and 2pm]. Your daily start time may be between [8am and 10am] and your daily finishing time may be between [4pm and 6pm] [but once agreed with your manager you are required to keep to these start and finishing times] OR [and these may vary from day to day so long as they are agreed with your manager [one week] in advance to ensure appropriate team/department cover is available and that your work commitments are not affected]

(Employee to have average number of weekly hours/weekly minimum number of hours, but to be worked at variable times/days:) Your average working week will be [] hours Monday to Sunday.] OR [vary per week, subject to a minimum of [] hours per week Monday to Sunday.] [The [hours] [and] [days] of the week you are required to work may be variable [with regard to your start and finishing times] [and] [with regard to the days of the week you are required to work] in accordance with [the shift rota] OR [working pattern] notified to you on a weekly/monthly/annual basis by your line manager OR the hours/days required by the needs of the [department] notified to you in advance by [your manager] OR an average number of [] hours over a [] week period to be worked at times [notified to you by] [to be agreed with] your manager]

2.2 Details of the national arrangements for averaging hours and of any additional compensation that may be due to you in certain circumstances are set out in the documents referred to in paragraph 21.

3. **Leave**

3.1 Your current annual leave entitlement is working days plus public holidays, extra statutory and local days (*if appropriate*). Leave entitlement varies with continuous service as shown below

3.2 The leave period will be from to..... (a 12 month period). Those employees starting or leaving employment during the year are entitled to leave proportionate to the number of completed months service during the year

3.3 Up to days annual leave not taken during the leave year may be carried forward into the next leave year with the written consent of management. (*If this is the practice of the college*).

3.4 You will be paid at your full rate of pay for all authorised absence on annual leave.

4. **Place of Work**

4.1 Your principal place(s) of work is/are at the College's site(s) at but you may be required to move your principal place of work to the College's site(s) at or any new site(s) within [.....] miles of your original principal place(s) of work.

4.2 From time to time you may be required to attend for duty at places other than the College's site(s).

4.3 There are no particulars to be entered in this statement with regard to working outside the United Kingdom.

Or

You will not be required to work outside the United Kingdom for a continuous period of more than one month during your employment with the College.

Or

The College does not envisage at the present time that you will be required to work outside the United Kingdom for a continuous period of more than one month during your employment. You will be given written notification if there is a change in this position.

Or

You will be required to work at [*specify location outside the UK*] [from [*date*] until [*date*]] or [for a period of approximately [*specify length of time*] starting from [*date*]]. During this period you will be paid in [*state currency*]. During this period:

- a) Your place of work shall be [ADDRESS]
- b) Your holiday entitlement shall remain as set out in this contract
- c) You will be paid the equivalent of your salary in [*state currency*] [monthly in arrears on or about the [DATE] of each month directly into a bank account which you shall open in [COUNTRY]. The equivalent to your salary in the local currency shall be determined by the College's bank at the rate of exchange applying when making the payment. [You may be subject to tax and social security contributions in [COUNTRY]. The College shall make whatever deductions for tax or other social security contributions as are necessary and which the College may be advised to make, either in the UK or [COUNTRY]].

At the conclusion of this period you will return to your principal place of work as specified in paragraph 4.1 and your salary will be paid in accordance with paragraph 5.

5. **Salary**

The contract may incorporate either a salary scale (Option A) or a single salary point (Option B). See Support Staff Conditions of Service Handbook ("Lilac Book") for more details.

Option A

5.1 Your starting salary will be point of the support staff salary spine, currently £(a) per annum, which will be paid monthly in arrears by credit transfer on the day of the month.

5.2 Thereafter you will be paid on the following scale:

£b
£c
£d

Progression up this scale will normally be by one spine point each year, subject to your performance having been satisfactory. Progression may be accelerated (but not beyond the maximum of the scale) for excellent performance or delayed due to poor performance.

- 5.3 Your spine points will be reviewed from time to time by the Corporation, who will give due consideration to the recommendations of the national Committee for Support Staff in deciding on levels on pay.

Option B

- 5.1 Your salary is £... per annum, which will be paid monthly by credit transfer on the day of the month.
- 5.2 Your pay will be reviewed from time to time by the college, who will give due consideration to the recommendations of the national Committee for Support Staff in deciding on levels of pay.

(N.B. reference must also be made here to any other contractual remuneration which may apply e.g. London Weighting and Fringe Area allowances).

6. **Other Benefits**

(Specify here any other benefits/remuneration (including contributions in cash or in kind such as vouchers, lunch etc) that the College provides which are not already mentioned. Under the Employment Rights Act 1996 there is no option for the employer simply to refer the employee to another document with details of these benefits. The requirement is to provide "particulars" of any other benefit; a brief description of it/them may suffice.

You may be entitled to the following additional benefits depending on eligibility requirements and subject to the terms of any insurance taken out by the College in relation to them:

(list here with brief description)

[This benefit is] [These benefits are] discretionary and the College may, in its absolute discretion, vary the provision of or terms of such benefit[s] or withdraw [it] [any of them] completely at any time at its sole discretion.

7. **Pension**

You will be auto-enrolled into the Local Government Pensions Scheme (LGPS) at the commencement of your employment. Further details can be found [*specify*].

8. **Appraisal and Staff Development**

You will be required

- (a) to participate in college arrangements made in the light of the responsibility for the appraisal of staff that is laid on the College Principal by the College's Articles of Government and to participate in reviews from time to time of your methods and programme of work;
- (b) to participate in reasonable arrangements for your further training and development.

In addition to the requirements under paragraph 7(b) above, the College requires you to complete the following training:

- [induction training [within the first [] week(s) of your employment] to train new members of staff on the aims, working practices, behavioural standards [*insert further details as applicable e.g. Equality and Diversity Training etc*] and health and safety procedures of the College;]
- [specific areas of essential training involving a rolling programme of learning and development that has been or is identified to ensure compliance with [regulatory, statutory, technology, information security and educational practice standards] as well as College policy;]
- [any other training the College deems necessary from time to time depending on your job role: for example, if there is a change in the College's educational requirements, methods of working, or your job duties;]
- [*insert any other obligatory training*]
- [You are also required to complete [] training which the College does not pay for and you will be responsible for the cost of it.]

Or

- [There are no particulars to be entered in this statement with regard to training the College requires you to complete but which it will not pay for.]

Further details of non-compulsory training entitlements which the College provides or facilitates can be found [on our intranet] [in our [*name of policy*]].

9. **Probation (for all New Appointments)**

Confirmation of your appointment will be subject to satisfactory completion of a period of probationary service of months. During your probationary service you will be expected to establish your suitability for the appointment. At the end of this period you will be informed whether or not your introductory period has been completed satisfactorily. If it has not, consideration will be given to extending the introductory period or, in appropriate circumstances, using a different procedure.

10. Grievance and Disciplinary Procedures

- 10.1 If you have a grievance relating to your employment, you are entitled to express it. The procedure for this is set out in a document that the Corporation has adopted which is available from The person whom you should see first if you have a grievance is
- 10.2 The disciplinary rules and procedures applicable to you are set out in a document that the Corporation has adopted which is available from An appeal against a written warning must be made to within days of receipt of the disciplinary letter. An appeal against dismissal must be made to within days of receipt of the dismissal letter.

11. Period of Notice

The minimum periods of notice for termination of this contract are as follows:

Period of Continuous Employment

Minimum Notice

By the College

One month or more but less than two years

One week

Two years or more but less than twelve years of continuous employment

One week for each year

Twelve years or more

Not less than twelve weeks

By the Employee

Any period

The ordinary period from one payment of salary or wages to the next

12. Period of Continuous Employment

- 12.1 Your period of continuous service for statutory employment rights dates from the date of commencement of your service with this College. This date is
- 12.2 If you have previous continuous service with an organisation(s) covered by the Redundancy Payments (Local Government) (Modification) Orders this will be included in calculating your entitlement to:
- a redundancy payment
 - sickness allowance
 - annual leave
 - maternity pay/leave

This continuous service dates back to

- 12.3 If you left an organisation covered by the above Orders for maternity reasons within the last 8 years and have not been in permanent full-time paid employment since, the above will also apply except for the calculation of annual leave entitlement.

13. Sickness Pay and Leave

Your entitlement to sickness pay and leave, the notification procedure for reporting sick, the certification procedure for illness and injury and deductions made in respect of state benefits are described in the documents referred to in paragraph 21.

14. Maternity Leave and Pay

If you become pregnant, you may, dependent on your length of continuous service, be eligible to receive maternity pay and you may have a right to return to work after you have had your baby. Full details of your maternity conditions are contained in the documents referred to in paragraph 21.

15. Paternity Leave/Pay and Shared Parental Leave/Pay

- 15.1 The contractual entitlement under the NJC Paternity Leave Scheme is set out in the Conditions of Service Handbook for Support Staff.
- 15.2 Mothers, fathers and partners of mothers are entitled to statutory shared parental leave if they meet certain eligibility requirements. The right is also available to adoptive parents of children who are placed for adoption. Full details are set out in the Conditions of Service Handbook for Support Staff.

16. Adoption Leave and Pay

There is a statutory right to adoption leave for which statutory adoption pay is payable. This is the same as Statutory Maternity Leave, with 26 weeks Ordinary Adoption Leave and 26 weeks Additional Adoption Leave. It can be taken by either the adoptive mother or father and one partner can take adoption leave and one can take 'Paternity' Leave. The statutory pay arrangements are the same as Statutory Maternity Pay.

17. Parental Bereavement Leave and Pay

There is a statutory right to parental bereavement leave for which statutory parental bereavement pay may be payable. Full details are set out in [the Conditions of Service Handbook for Support Staff] OR [*specify where*].

18. Leave in relation to Examinations

You may be entitled to paid leave in relation to external examinations. Full details are set out in the Conditions of Service Handbook for Support Staff.

19. **Leave for jury service**

You will be entitled to leave for Jury service with pay subject to claiming the applicable allowance for loss of earnings under the scheme in force at the time. Further details are set out in the Conditions of Service Handbook for Support Staff.

20. **Medical Screening**

You may be entitled to paid time off for particular types of necessary medical screening. Further details are set out in the Conditions of Service Handbook for Support Staff.

21. **Other Terms and Conditions**

21.1 Other terms and conditions of service, together with those explicitly laid down or referred to in this contract are embodied in documents available for you to refer to in the College. These documents include those recommendations from the national Committee for Support Staff that have been adopted by the Corporation. These terms and conditions are supplemented by local collective agreements reached with trade unions recognised by the College and by the rules of the College.

21.2 National recommendations on terms and conditions of employment currently cover:

- Salary Provisions
- Working Time
- Appointment
- Sick Pay
- Maternity, Paternity and Adoption leave and pay
- Travel and subsistence
- Conduct
- Payment to staff in case of assault

21.3 Local collective agreements affecting other terms and conditions of your employment currently cover:

Possible examples would be:

Provision for time off (other than holidays and sickness)
Time off for trade union representatives
Premature retirement/redundancy
Health and Safety

21.4 These agreements should be reasonably accessible and if they directly affect terms and conditions, they should be provided within 2 months of employment/engagement.

From time-to-time variations in your terms and conditions of employment will result from decisions by the Corporation to adopt nationally negotiated recommendations, and these will be separately notified to you within a reasonable time.

22. **Trade Union Membership**

You have a right to belong to a trade union of your choice.

23. **Conduct**

During your employment you are expected to act in the best interests of the College at all times. You are obliged at all times to act in accordance with the provisions of the [College Staff Rules of Conduct] [*or specify*]. A copy of this document is available from

CONDITIONS OF SERVICE HANDBOOK

www.sixthformcolleges.org

www.unison.org.uk