

# **STAFF IN SIXTH FORM COLLEGES**

## **SUPPORT STAFF**

### **CONDITIONS OF SERVICE HANDBOOK**

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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.

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 Agency 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**

#### **Salaries**

1. 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 (Option A) 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 less 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 (Option B). Spine point 13 is the minimum point that can apply to a member of staff aged 18 years.
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 Modernisation: 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, then the salary would revert to the point on the scale (Option A) or the single point (Option B).

#### **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].

#### **Support Staff Standards Payment**

5. Support staff can now qualify for a Support Staff Standards Payment (SSSP) designed to provide some reward for the knowledge, skills and commitment brought to colleges by support staff. Support staff in colleges have a wide range of occupations and professions. The application for the SSSP has been kept as straightforward as possible, using existing college appraisal schemes and highlighting the indicators of the positive contribution that can be made by all staff across all occupations and at all levels of the organisation. The

amount of the Support Staff Standards Payment can be found at Appendix 2. A checklist and application form for the SSSP can be found at Appendix 6.

### **Pensions**

6. Support staff in Sixth Form Colleges are entitled to join the Local Government Pension Scheme.

7. **Working Outside Normal Hours**

(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.
- (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**

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

### **London Weighting and Fringe Area Allowances**

1. 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 eleven London Borough Councils:

Camden, Hackney, Hammersmith and Fulham, Islington, Kensington and Chelsea, Lambeth, Lewisham, 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, Brent, Bromley, Croydon, Ealing, Enfield, Greenwich, Haringey, Harrow, Havering, Hillingdon, Hounslow, Kingston-upon-Thames, Merton, Newham, Redbridge, Richmond-upon-Thames, Sutton, Waltham Forest.

(c) 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 the Support Staff spine point 32. Any member of staff paid at or above the Support Staff spine point 33 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.

#### **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 for all members of 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.
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 full rate of pay.
17. Maternity leave (including authorised unpaid maternity leave up to a maximum of 52 weeks' duration) shall be regarded as service for the purpose of calculating a member of staff's service-related leave entitlement. Maternity leave (including authorised unpaid maternity leave up to a maximum of 52 weeks' duration) 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.
  - 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 in the Support Staff Pay Modernisation Joint Advice and Guidance document 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 breast, cervical and testicular cancer.

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

24. Colleges are directed to this joint guidance which has been updated in light of recent legislation, most notably the Work and Families Act 2006 and the Parental Leave (EU Directive) Regulations 2013 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

This Guidance can be found at Appendix 7.

### **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 his/her 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 his/her 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 his/her 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 chose 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.

### **Equal Opportunities**

29. The Equality Act harmonises and replaces previous legislation and covers the same groups that were protected by existing equality legislation. All members of staff should be afforded equal opportunities in the employment context, irrespective of sex, marital status, race, religion or belief, disability, gender identity and realignment, or age in operating their recruitment and other personnel policies, colleges are urged to develop and practise positively the concept of equal opportunities for all.

### **Continuous Service**

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:
  1. a redundancy payment
  2. maternity pay/leave
  3. sickness allowance
  4. 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 s/he should be reimbursed for additional travelling expenditure for a reasonable length of time, subject to consultation/ negotiation within the college.

## **SECTION FIVE:**

### **MICELLANEOUS**

#### **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 his/her personal concern but s/he should not subordinate his/her duty to his/her 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 33 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 his/her 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 his/her 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 his/her employment duties at the college, or commissioned by the college, belongs to the college. It is for the college to decide whether or when to apply for registrable designs.

However, the copyright in any work designed, compiled or edited by an employee as a scholarly work, e.g. books and articles, belongs to the employee 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 his/her employment duties at the college, or to satisfy any requirement arising in the course of his/her college work, or is commissioned by the employer from the employee for college purposes. The college will be able to draw income and profit from dealings with such rights and apply for such patents as it thinks fit subject only to an employee's statutory right to compensation.

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) It shall be the responsibility of the college to make adequate provision for ensuring the health, safety and welfare of the staff, including the conditions under which they work. All members of staff also have a responsibility to ensure a safe and healthy workplace.
- ii) The college shall provide special and/or protective clothing where the special nature of a member of staff's duty warrants such provision.

**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 his/her 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:	

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

## **Section Six:**

### **Sickness Payments, Maternity and Paternity 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 <sup>st</sup> year of service	1 months' full pay and (after completing 4 months' service) 2 months' half pay
during 2 <sup>nd</sup> year of service	2 months' full pay and 2 months' half pay
during 3 <sup>rd</sup> year of service	4 months' full pay and 4 months' half pay
during 4 <sup>th</sup> and 5 <sup>th</sup> years	5 months' full pay and of service 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.

49. **Calculation of Allowance**

- (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 his/her service on the first day of his/her 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 his/her 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 his/her 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 his/her period of entitlement to sickness pay,

no payment should be made (other than SSP if applicable) in respect of a public holiday occurring during his/her 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.

#### **Grant of Sick Pay to Victims of Crimes of Violence**

- 50
- (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 his/her being required to refund any proportion of it from the sum which the Compensation Authority may award and
  - (b) Where an award has been made by the Compensation Authority, 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 his/her absence continues after the third day s/he shall provide further notification as to the nature and probable duration of his/her illness to the college. S/he 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 to cover his/her absence if it extends beyond the period covered by the initial statement, at the same intervals as required for national insurance purposes 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. In cases where the first doctor's statement covers a period exceeding fourteen days or where more than one statement is necessary the member of staff must, before returning to work, obtain a final statement as to his/her fitness to resume duties.

The statements required should normally be those issued for national insurance purposes and if appropriate should be forwarded by the college without delay to the Department of Work and Pensions. 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 his/her duty and without his/her 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 his/her 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 his/her employment in pursuance of the provision of the Superannuation Act applicable to his/her 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 his/her 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 his/her 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 his/her 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 his/her recovery, then the member of staff shall forfeit his/her 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 Leave**

54. Eligible employees are entitled to 2 weeks ordinary paternity leave which can be taken as 2 consecutive weeks (not odd days). 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' 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).



## APPENDIX 1

### **Recognition and Procedures Agreement**

#### **Introduction**

1. This agreement, between the Sixth Form Colleges' Association and the signatory unions, covers national union recognition and national machinery for jointly agreed recommendations on pay and conditions of staff, other than holders of senior posts.
2. The parties pledge themselves to negotiate constructively with a view to reaching 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 use 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. 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.

##### **For Teaching Staff**

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

7. (other than holders of senior posts)
  - National Union of Teachers
  - Association of Teachers and Lecturers
  - National Association of Schoolmasters
  - Union of Women Teachers

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 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 Appendix to this document.

## **National Joint Council for Staff In Sixth Form Colleges**

### **I Constitution**

1. **Title**

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

2. **Scope**

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

3. **Membership**

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

For teaching staff:

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

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 hereof being unable to attend any meeting of the Council, whether ordinary or special, or of any committee or sub-committee as the case may be, the organisation appointing such member shall be entitled to appoint another representative to attend in his or her place.

4. **Retirement of Members**

The members of the Council shall, without prejudice and subject to the provisions of Clause 3 hereof, continue in that capacity for so long as their appointing organisation may determine.

5. **II Functions**

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

**III Procedures**

6. **Committees and Sub- Committees**

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

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

7. **Co-Opted Members**

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

8. **Chair**

The Council shall be presided over by a Chair which shall be held in alternate years by a member of the colleges' representatives and a member of the staff representatives starting in the first year with a representative of the member colleges. The Chair shall have a vote, but not a casting vote. The Chair shall preside at all meetings of the Council, but in his/her absence from any meeting, a Chair shall be appointed from amongst the members of the appropriate Side for that year. A committee, sub-committee or working party shall appoint from its members at each meeting a Chair drawn from the appropriate Side for that year.

9. **Officers**

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

10. **Ordinary Meetings**

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

11. **Special Meetings**

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

12. **Voting**

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

13. **Notice of Meetings**

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

14. **Finance**

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

15. **Reports and Minutes**

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

16. **Quorum**

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

17. **Amendment**

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

18. **Interpretation**

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

19. **Conciliation**

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

**Support Staff Salary Spine****1<sup>st</sup> September 2017**

<b>Pay Point</b>	<b>Per Annum</b>	<b>Pay Point</b>	<b>Per Annum</b>
<b>13</b>	15,125	<b>34</b>	27,209
<b>14</b>	15,500	<b>35</b>	28,090
<b>15</b>	16,000	<b>36</b>	28,967
<b>16</b>	16,400	<b>37</b>	29,765
<b>17</b>	16,750	<b>38</b>	30,564
<b>18</b>	17,100	<b>39</b>	31,365
<b>19</b>	17,400	<b>40</b>	32,163
<b>20</b>	17,700	<b>41</b>	32,961
<b>21</b>	18,125	<b>42</b>	33,763
<b>22</b>	18,494	<b>43</b>	34,561
<b>23</b>	19,094	<b>44</b>	35,442
<b>24</b>	19,773	<b>45</b>	36,322
<b>25</b>	20,458	<b>46</b>	37,199
<b>26</b>	21,133	<b>47</b>	38,078
<b>27</b>	21,814	<b>48</b>	39,040
<b>28</b>	22,490	<b>49</b>	39,917
<b>29</b>	23,170	<b>50</b>	40,875
<b>30</b>	23,851	<b>51</b>	41,833
<b>31</b>	24,651	<b>52</b>	42,795
<b>32</b>	25,445	<b>53</b>	43,754
<b>33</b>	26,330	<b>54</b>	44,714
Inner London	3,802		
Outer London	2,533		
Fringe	1,004		
Support Staff			
Standards	320 p.a.		
Payment			

**Pay Modernisation: 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. DBIS guidance states that the 'test of objective justification' means employers will have to show evidence that they are pursuing a legitimate aim and that it is an appropriate and necessary (proportionate) 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.gov.uk/government/organisations/departments-for-business-innovation-skills>
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 [www.ehrc.org.uk](http://www.ehrc.org.uk)

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 employers' 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.

### **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 should take place with recognised trade unions every six months on the evaluation of training and development activities undertaken in the preceding six month period and in respect of proposed training and development activities for the forthcoming six month period. This requirement complies with the statutory provisions of the Employment Relations Act 1999.

#### 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 eg. 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 particular duties, responsibilities and accountabilities attached to posts are of necessity in many cases somewhat difficult of detailed definition, and may vary from time to time without changing the general character of the duties or the levels of responsibility and accountability entailed. Such variations are a common occurrence and cannot of themselves justify reconsideration of the pay for the post.
2. Where, however, having had regard to paragraph 1 above, a member of staff wishes to raise the issue of the appropriate pay for their post, then they should submit a claim, in writing, for a reassessment of their pay. This claim should be considered by the 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).
  - (d) In respect of the Support Staff Standards Payment, there will be the right of appeal where a member of staff believes that they have been wrongly assessed.
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, 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.

## APPENDIX 5

### **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 15<sup>th</sup> week (unless there is good cause) before the expected week of childbirth that she wishes to be absent for maternity and the expected week of childbirth (EWC). If requested by the college, produces a certificate from a registered medical practitioner or a certified midwife stating the expected week of childbirth.
  - c) Notifies the college in writing at least 28 days before her absence begins, or as soon as is reasonably 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 (Amendment) Regulations 1994].
  - 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 4<sup>th</sup> week before the EWC.
  - (ii) where the baby is born before maternity leave commences. In these circumstances the day after the date of childbirth shall be regarded as the first day of maternity leave.

**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 15<sup>th</sup> 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 Job Centre Plus.

##### **Occupational Pay**

Employees with *at least 1 years' continuous service* at the beginning of the 11<sup>th</sup> 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.
- 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' 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.

### Support Staff Standards Payment

#### Introduction

The contribution made by support staff to the achievements of students and the success of Sixth Form Colleges has long been recognised.

Support staff can now qualify for a Support Staff Standards Payment (SSSP) designed to provide some reward for the knowledge, skills and commitment brought to colleges by support staff. Support staff in colleges have a wide range of occupations and professions. The application for the SSSP has been kept as straightforward as possible, using existing college appraisal schemes and highlighting the indicators of the positive contribution that can be made by all staff across all occupations and at all levels of the organisation.

#### Notes for Guidance

1. All Support Staff currently in post whose pay is on the NJC support staff spine, or related to it, can apply, so long as they have completed one year's service by 31<sup>st</sup> December of the appropriate year with the college currently employing them. (This should include those staff appointed at the start of the Spring Term).
2. To meet the Standards and qualify for the payment, support staff **must have** a satisfactory appraisal record in their employment in their current college.

The NJC has also agreed a tick-box checklist of issues to be considered in addition to the normal appraisal process, which reflects the appropriate parts of the PSP scheme for teaching staff. It is **not** the intention that every relevant box has to be ticked for the member of the support staff to pass the Standard, rather the list is intended to raise issues that should be discussed as part of the normal appraisal process and that indicate the appropriate knowledge acquired by the applicant and their commitment to their work and the college.

3. Designated senior post holders are not able to apply; their pay is determined by the Remuneration or other appropriate Committee of the Governing Body.
4. The Support Staff Standards Payment is set at in Appendix 2 of the Handbook (a pro-rata sum will be paid for part-timers, including, where appropriate, hourly paid staff). This will be paid as a lump sum payment (subject to tax, pension contribution and national insurance in the normal way).
5. The completed application form should be considered by a line manager and it might be appropriate for the application to be discussed by the line manager and applicant. All applications will finally be considered by the

Principal who will sign the application form to indicate whether the Standards Payment should be made or not.

6. The Principal will provide appropriate feedback to each applicant on request. If a member of the support staff wishes to appeal against a Principal's decision not to make a payment, then the normal college appeals procedure should be followed. A member of support staff not passing the Standard, can only re-apply after a period of twelve months has elapsed.

## **Support Staff Standards Payment**

### **Application Form**

**Name:** .....

**Post:** .....

**College:** .....

**Date of Application:** .....

Please read the Notes of Guidance before completing this application form

#### **Appraisal**

1. Satisfactory appraisal record

#### **Qualifications, Training and Skills**

2. Skilled/Qualified for the job or working towards an appropriate qualification, where relevant (please specify award, including date of award)
3. Knowledge of appropriate College policies and procedures
4. Knowledge of my job description and conditions of service
5. Adherence to the College Code of Conduct
6. Awareness of:
  - a) my legal responsibilities, where relevant, e.g. in relation to data protection
  - b) health and safety requirements
7. Participation in appropriate training and/or staff development

#### **Work Requirements**

8. Satisfactory attendance
9. Effective working relationships with all relevant contacts in college
  - line managers
  - team members



- other staff colleagues

10. Meeting work completion targets

11. Attendance at relevant work meetings

12. Supporting the delivery of teaching and learning, as appropriate

13. Supporting students e.g. during application, enrolment and examinations, providing advice and information, providing a suitable physical enrolment

**Any Other Comments or Evidence**

14. Please set out here any further comments or evidence that you feel is appropriate

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**Signed (applicant)** ..... **Date** .....

**Signed (Line Manager)** ..... **Date** .....  
I do/do not support this application.

**Signed (Principal)** ..... **Date** .....

The above applicant has/has not met the Standards and should/should not receive the Support Staff Standards Payment.

### **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)**

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

- (From April 2015) Qualifying employees are entitled to take 18 weeks leave, up to the child's 18<sup>th</sup> birthday for all employees with continuous service of one year.
- 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 18<sup>th</sup> 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 less<sup>1</sup> 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 business<sup>2</sup>. Colleges should be aware that they will need to have objective justification for any postponement.

### 1.2 **Paid Parental Leave**

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

<sup>2</sup> 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.

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 law<sup>3</sup> 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.

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<sup>3</sup> 'parental responsibility' has the meaning given by section 3 of the Children Act 1989.

## 2. **Maternity Support/ Paternity Leave**

### Statutory Entitlements

#### Paternity Leave

- 2 weeks paid paternity leave within 8 weeks of the child's birth or where there is an adoption, on the date of placement, an agreed number of days after the date of placement or on the date the child arrives in the UK or an agreed number of days after this (Oversees adoptions only).
- 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 15<sup>th</sup> 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 paternity leave.
- Fathers or partners must have 26 weeks qualifying service with their employer, ending with the qualifying week – the 15<sup>th</sup> week before the expected week of childbirth or the matching week in the case of adoption.

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).
- The Maternity and Parental Leave Regulations as amended allow fathers with one year's continuous service to take parental leave at the time of the birth with 21 days' notice of the expected week of childbirth and the length of the leave requested (see Parental Leave above)

## **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 dependants leave.

### **4. Adoption Leave**

#### **Statutory Entitlements**

Entitlement to adoption leave and pay were introduced from April 2003 and extended from April 2007 by the Work and Families Act 2006. The key features of the statutory scheme are:

Employees, (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.

## **5. 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 dependent is defined as the employee's:
  - spouse,
  - civil partner
  - child,
  - parent, or
  - person who lives in the same household as the employee, otherwise than by reason of being 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 [28-36](#) 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, including same-sex relationships not covered by civil partnerships
- 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.

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

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

## **7. 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 Regulations<sup>4</sup>.
- It should be remembered that depth of religious belief varies between individuals. Simply because some employees of a particular faith may not wish to celebrate certain festivals this should not be used as the reason for denying time off to celebrate these festivals for other employees of a similar faith.

## 8 **Flexible Working**

### **Statutory Entitlements**

After a qualifying period of 26 weeks, 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;**

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<sup>4</sup> Workers have a right to work no longer than 48 hours per week and to 11 hours rest per day, a day off each week, an in-work rest break if the working day is longer than six hours, and four weeks paid leave per year.

- 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 hours<sup>5</sup> - must take account of the relevant parts of the WTR regarding breaks and the number of hours worked in any particular period.

#### *The Part-Time Workers Regulations 2000*

Part-time employees must not be treated less favourably than a comparable full-time employee under the Part-Time Workers Regulations 2000.

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

Colleges will note that paragraphs 36 and 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’*

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.

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<sup>5</sup> This is where employees are able to exchange hours with colleagues doing the same type of work at different times of the day.

## **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 (correct as of 2015) 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/adoption 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/adoption 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.