

WOLVERHAMPTON COUNCIL - EDUCATION
CIVIC CENTRE, ST PETER'S SQUARE, WOLVERHAMPTON, WV1 1RR
EMPLOYMENT RIGHTS ACT 1996

STATEMENT OF WRITTEN PARTICULARS - FE LECTURING STAFF

The conditions of service contained within it, will be applied on a consistent and fair basis and in a manner which reflects the Authority's Equal Opportunities Policies and other agreed personnel policies and procedures.

- a) Name:
- b) Date of commencement with this Authority:
- c) Date of commencement in this post:
- d) Date on which particulars given:
- e) You are employed in the Adult Education Service in the post of:
- f) Your normal place of work will be
- g) The duties applicable to your post are set out in paragraph 8.2 (a,b,c,d,e)
- h) Teaching and student contact duties will total no more than 800 in a working year.

You are employed for hours per week, however, except by mutual agreement, you will not be required to attend on site for more than hours per working week.
- i) Salary will be paid in accordance with the Wolverhampton Pay Spine for Lecturing Staff in the Adult Education Service, spinal column points .

Your actual commencing salary will be £ per annum.
- j) Your period of continuous service dates from: (please see para.4)
- k) The Period of Notice applicable to your appointment is set out in paragraphs
Note: Notice on either side must be given in writing.
- l) The conditions concerning annual leave applicable to your post are set out in paragraph 7.

ENDORSEMENT

have received the original letter of appointment and Statement of Particulars and accept the appointment on the terms and conditions specified.

Signed:

Date:

1. TERMS AND CONDITIONS

- 1.1 The terms and conditions of this appointment are determined locally by Wolverhampton Borough Council in consultation with NATFHE, the trade union recognised for lecturing staff by the Authority. The main terms and conditions are set out in this Statement, as supplemented by more detailed documents, collective agreements and/or decisions of the Authority.
- 1.2 This Contract of Employment and any documents expressly incorporated herein constitute the entire terms and conditions of your employment. They cancel and are in substitution for any previous letters of appointment or contracts of employment.
- 1.3 Any changes in the terms and conditions of employment to lecturers employed by Wolverhampton Borough Council which may, after the date of this Contract, be agreed through the Joint Consultative Panel between the Wolverhampton Borough Council and the Recognised Trade Union in respect of such staff or any national employer's policy of which the Wolverhampton Borough Council and the Recognised Trade Union (NATFHE) are members at a future relevant time shall be automatically incorporated into your contract of employment.
- 1.4 Should there be any changes in your terms and conditions of employment you will be informed, in writing, within one month of the change taking effect. In addition, any master document relating to your terms and conditions will be updated.

2. SALARY

- 2.1 The salary for this post will be in accordance with the collective agreement on the Adult Education Service Lecturing Staff. You will be notified of any increases which will take place on 1 September after the annual pay review.
- 2.2 Subject to continuing service and meeting progression criteria, where applicable, your salary will rise within the relevant scale by annual increments up to the maximum of the scale for your post.
- 2.3 You will be paid calendar monthly in twelve equal payments by credit transfer to a bank or certain building societies on the last working day of the month.

3. WORKING TIME

- 3.1 Your working year will consist of 40 weeks of which 36 may be teaching weeks, 2 may be weeks for administration and enrolment, and 2 weeks will be allocated to each lecturer for self-directed study leave which may be conducted off site.
- 3.2 Teaching and student contact duties are detailed in Paragraph 8.2 (a).

- 3.3 If you are required to perform approved and significant management, supervisory or administrative duties in excess of your normal duties, your hours of teaching and student contact duties shall be reduced by agreement with the Head of Adult Education Service in the light of the non-teaching responsibilities to be carried out in any particular working year.
- 3.4 The standard working week for a full time employee is 37 hours of which not more than 23 hours shall be assigned to teaching and student contact duties as defined in paragraph 8.2 (a) in any working week.
- 3.5 The 37 hours of a working week will fall between 9.00 am and 9.30 pm from Monday to Friday. Saturday and Sunday working is voluntary and will be compensated by time off in lieu.
- 3.6 Timetabled teaching shall not normally exceed sessions of three hours and shall never be more than four hours continuously without a break of normally at least one hour and not less than half an hour. Any other arrangement will be by agreement with the individual employee.
- 3.7 Except for specifically established posts requiring evening work, or by mutual agreement, lecturing staff are not required to work after 6 pm for more than two evening sessions per week in which case a morning or an afternoon session will be granted in lieu of the evening session worked.
- 3.8 After a lecturer's teaching hours have been determined, the periods for ancillary duties should be arranged to meet the needs of the Service and where practicable, the reasonable convenience of the member of staff. Teaching hours, other duties on site and other duties will be in accordance with the collective agreements on the Adult Education Service Lecturing Staff.
- 3.9 Wherever possible, lecturers shall be given their provisional teaching programme prior to the holiday preceding the term for which the timetable is proposed, subject to modifications arising from enrolment and other such matters. There will be full consultation on the structure of the adult education service's year with the Recognised Union who shall also be given access to information about timetables.

4. PERIOD OF CONTINUOUS EMPLOYMENT

- 4.1 No employment with previous employers counts as part of your continuous employment with the Council, except for previous continuous local government service or service in Further Education Colleges (TSS) which will count for the purposes of calculating entitlement to redundancy compensation, maternity pay and leave, and sick pay and leave.

5. PROBATION (if applicable)

5.1 The appointment will be reviewed after a probationary period of one year and if it is confirmed, your employment is for an indefinite period, terminable by either side under the notice and other provisions set out in this Statement.

6. PLACE OF WORK

6.1 As part of your agreed duties you may be required to work off site, for example when developing/delivering provision at other centres.

6.2 You will not normally be required to work on a permanent basis at a site which is outside the Borough.

6.3 You will not be required to undertake any work overseas (outside the United Kingdom mainland) without your prior agreement and reasonable notice. All terms and conditions relating to overseas work will be subject to your prior agreement. This will include such matters as time spent abroad, currency of payment, any additional pay or benefits and the terms of your return from such work.

7. HOLIDAY Full time staff

7.1 You will be entitled to not less than thirty-five days paid holiday outside of normal adult education terms, which shall be in addition to all public bank holidays (currently eight), Wolverhampton Council concessionary days (two), two extra statutory days and not less than thirteen days when the adult education service is not operating.

7.2 The timing of all holiday is subject to agreement between you and your line manager. Outline holiday schedules are required by October 31 in any holiday year or other such date as may be negotiated locally.

7.3 You are entitled to take up to 20 working days continuous holiday between 1 June and 30 September in any working year.

7.4 The annual leave year runs from 1 September to 31 August. Any annual leave not taken may not be carried over from one year to the next unless agreed exceptionally by the Head of the Adult Education Service. Any outstanding leave, therefore, will be lost without compensating payment in lieu.

7.5 Annual leave entitlement in the year of joining or leaving will be pro rata to the number of completed calendar months of employment during the year in question. If, on the last date of your employment, you have exceeded your accrued entitlement to annual leave, the Authority will be entitled to deduct from your salary an amount equivalent to the excess or agree with you arrangements for working the required additional time in question.

Part time staff

- 7.6 Staff working less than full time will be entitled to holiday calculated pro-rata to contracted hours and or weeks.
- 7.7 By mutual agreement between the employee and the Head of the Adult Education Service, arrangements may be made in appropriate circumstances for paid leave of absence to be granted in lieu of periods of additional approved teaching duties, in substitution for additional payment.

8. DUTIES

8.1 The responsibilities of your post and its reporting relationships will be as set out in your job description, which does not form part of this contract. Your duties will be consistent with that job description and as determined by the Head of Adult Education Service.

8.2 Your duties under the terms of this statement of particulars will include a combination of the following:

- (a) Student Contact - including enrolment duties, formal scheduled teaching, providing course information, advice and guidance, tutorials, student assessment, supporting resource based learning;
- (b) Teaching Related Duties - including course and lesson preparation, setting and marking of student assignments, course record keeping, marking examinations, administration and record keeping.
- (c) Other Duties, including attending meetings, participating in the Service's staff training and development arrangements, contributing to occasional marketing and promotional activities and providing ongoing information advice and guidance.
- (d) Departmental/Centre Management

This category embraces all forms of administration and management at this level. Such duties will include resource management and budgeting, staff and curriculum development, introduction and maintenance of quality assurance systems, professional supervision of tutors and organising/undertaking classroom observations in line with agreed protocols, organising staff cover, strategic planning and monitoring of departmental/centre plans, preparation and implementation of appropriate forms of accreditation and appropriate attendance at Service - wide development groups.

- e) Service Management

This category covers the management of departmental/centre managers, strategic planning, acquisition and management of funding, Service-wide staff development, marketing, external liaison, quality assurance and equal opportunities.

8.3 The job description and duties of your post may be subject to variation from time to time following consultation with you to meet the needs of the service. Such consultation will take place in advance of any such proposed change.

9. SICKNESS ABSENCE

Your entitlements during any absence due to sickness or injury are as set out below:

| | |
|---|--|
| <u>During the first year of service</u> | - 1 months full pay and (after 4 months service) 2 months half pay |
| <u>During second year of service</u> | - 2 months full pay and 2 months half pay |
| <u>During third year of service</u> | - 4 months full pay and 4 months half pay |
| <u>During fourth and fifth years of service</u> | - 5 months full pay and 5 months half pay |
| <u>After fifth year of service</u> | - 6 months full pay and 6 months half pay |

For further details consult the NJC agreements referred to below.

Where absence occurs, you should ensure that your immediate supervisor/ designated officer is notified on the FIRST and FOURTH calendar days of absence, and certainly before the end of your first working day. Wherever possible, notification should include the nature of your illness, the date illness commenced and your likely date of return, if known. If illness continues, you must ensure that a Doctor's statement is received by the Authority/Service NOT later than the eighth calendar day of absence. Saturdays and Sundays are deemed as working days for this purpose. On return to work, you must complete a self-certification form (obtainable from your departmental personnel section or Service) giving details from your first day of absence.

10 MATERNITY RIGHTS

If you are, or become pregnant, you will be entitled to return to your post after absence for pregnancy and confinement regardless of length of service or hours of work, provided that you fulfil certain conditions and your employment would otherwise have continued.

Full details of leave and pay are set out in a document available from your Departmental Personnel Officer.

11. LEAVE OF ABSENCE

You will be entitled to paid or unpaid leave of absence in accordance with the agreed Scheme.

12. STAFF TRAINING DEVELOPMENT AND APPRAISAL

You will be expected to participate in the agreed scheme for Staff Training, Development and Appraisal.

It is the policy of the Authority to provide planned training and development opportunities for all its employees. It is only through a competent and motivated workforce that the Department can meet its overall objectives and it is, therefore, in the mutual interests of the Authority and its employees that staff be encouraged to develop their skills, abilities and knowledge through training.

Any further continuing education which, in accordance with the terms of agreement on Staff Training Development and Appraisal, you are required to undertake for the maintenance of standards of your professional work will be funded by the Authority as part of its professional development programme.

13. EXCLUSIVITY OF SERVICE

Lecturing Staff shall not be required to perform any duties except such as are connected with the work of the Adult Education Service, or to abstain from any occupation unless such occupation would interfere with the due performance of their duties as an employee of the Wolverhampton Borough Council.

14. GRIEVANCE PROCEDURE

The grievance procedure which applies to you has been agreed with the recognised Trade Union and is set out in the Collective Agreement as listed in Section 24 of this Statement.

15. DISCIPLINARY PROCEDURE

The disciplinary procedure which applies to you has been agreed with the Recognised Trade Union and is set out in the Collective Agreement as listed in Section 24 of this Statement.

16. RETIREMENT AND PENSION

The normal compulsory retirement age for all lecturing staff is 65 years and, therefore, your employment will terminate automatically at the end of the term in which you reach age 65.

You are entitled to become a member of the Teachers' Superannuation Scheme (TSS) subject to your meeting its terms and conditions of entry. The TSS is contracted out of the State Earnings Related pension Scheme and National Insurance contributions are accordingly payable at the "Contracted Out" rate. A "Contracting Out" certificate under the Social Security Pensions Act 1975 to this effect is in force in respect of staff participating in the TSS.

The Authority will deduct from salary the Employees contributions for members of the TSS and pay them to the administrators of the Scheme, the Teachers' pensions Agency (TPA). The Authority will also pay the Employer's contributions under the TSS to the TPA, the administrators of the scheme.

Should you choose not to join or remain in the TSS you should advise the Authority accordingly and you must participate in the state pension scheme or take out a personal pension plan. In the event of the latter, the Authority may, at its discretion, agree to make an Employer's contribution to the private scheme. Therefore, if you choose to enter into such a scheme you should consult the Education Personnel Team in the first instance.

17. NOTICE

17.1 The period of notice which you must give in writing, to terminate your employment, is two months to the end of the Autumn and Spring Terms and three months to the end of the Summer Term. In order to avoid involuntary breaks in service in transferring from one lecturing post to another, the calendar year shall be regarded as consisting of three notional terms, as follows:

The Autumn Term from 1 September to 31 December, the Spring Term from January 1 to April 30, the Summer Term from May 1 to August 31.

17.2 The period of notice in writing, which you are entitled to receive, is two calendar months in the Autumn and Spring Terms and three months in the Summer term terminating at the end of a term, unless such periods are extended, where applicable, by the Employment Protection (Consolidation) Act in respect of the minimum notice the Authority is required to give you to terminate your employment, which is one week's notice for each year of continuous employment up to a maximum of 12 week's notice.

17.3 If your contract is terminated by reason of redundancy, you will be entitled to receive notice in accordance with paragraph 17.2 (above).

18. STAFFING REDUCTIONS/REDUNDANCY

If your contract is terminated by reason of redundancy, this will only occur after opportunity has been provided for full consultation with the Recognised Trade Union (NATFHE). In the event that redundancy becomes necessary, the Council will ensure:

that consultations with the Recognised Trade Union commence at the earliest opportunity if situations arise where staffing reductions might be contemplated:

that it is an act of last resort after every alternative, including a thorough search for suitable alternative employment, has been explored:

that the Council complies with the current requirements of employment legislation and any collective agreements; and

that staff will receive payments or provisions applicable to them under that legislation and ensure that compensation is in accordance with the Council's policy applicable at the date of dismissal.

19. ACADEMIC FREEDOM

Wolverhampton Borough Council recognises and agrees that academic staff have freedom within the law to question and test received wisdom relating to academic matters, and to put forward new ideas, controversial and/or unpopular opinions about academic matters without placing themselves in jeopardy of losing the jobs and privileges they have as an employee of the Adult Education Service.

20. EQUAL OPPORTUNITIES POLICY

Your attention is drawn to the existence of the Authority's policy statement on Equal Opportunities and your responsibility to ensure the Council's Commitment to its effectiveness. In implementing this contract, consideration will be given to the needs of carers.

21. DATA PROTECTION ACT 1984

All employees have a responsibility to comply with the requirements of this Act. A leaflet outlining its main features is available and you should ensure that you receive a copy and read it carefully.

22. HEALTH AND SAFETY AT WORK

Your attention is drawn to the existence of the Authority's/Service's Policy statement on health and safety at work which you will find displayed on notice boards in the Education Department//Centre in which you are employed.

23. TRADE UNION MEMBERSHIP, RECOGNITION AND PROCEDURES AGREEMENT AND FACILITIES AGREEMENT

- 23.1 The Authority supports the system of collective bargaining in every way and believes in the principle of solving industrial relations problems by discussion and agreement. For practicable purposes this can only be conducted by representatives of the employers and of the employees. If collective bargaining of this kind is to continue and improve for the benefit of both, it is essential that the employees' organisations should be fully representative. It is sensible for you to be in membership of a trade union representing you on the appropriate negotiating body.
- 23.2 The National Association of Teachers in Further and Higher Education (NATFHE) is recognised for Lecturing Staff in the Adult Education Service in respect of terms and conditions of employment, the physical conditions in which any employees are required to work and the other matters detailed in Section 178 of Trade Union and Labour Relations Consolidation Act 1992.
- 23.3 Arrangements and procedures relating to collective bargaining are set out in the Agreement on Adult Education Consultation and Negotiation, the Collective Disputes Procedure and the Agreement on Trade Union Facilities.

24. COLLECTIVE AGREEMENTS

- 24.1 The following collective agreements between the Wolverhampton Borough Council and NATFHE directly affect the terms and conditions of your employment and are expressly incorporated into your contract:

- 1 Disciplinary Procedure
- 2 The Procedure for the Resolution of Individual Grievances
- 3 The Procedure for the Resolution of Collective Disputes
- 4 Remission for Trade Union and Health and Safety Duties
- 5 Leave of Absence
- 6 Competence Procedures
- 7 Fixed term Contract Agreement
- 8 Appraisal Agreement
- 9 National (NJC) Agreement on Maternity
- 10 National (NJC) Agreement on Sick Pay

- 24.2 The following policy documents are directly relevant to the terms and conditions of your employment:

Adult Education Service Equal Opportunities Policy Statement
Adult Education Service Health and Safety Policy Statement

- 24.3 Other local agreements/rules/procedures made by the Council which may directly affect other terms and conditions of your employment currently cover:

Early Retirement/redundancy Scheme
Smoking Policy
Alcohol Policy
HIV/Aids Policy
Aggression at Work Policy
Sexual, Racial and Disability Harassment and Discrimination
Procedures
Code of Practice: Travel, Subsistence, Hospitality and Gifts
Recovery of Overpayments and Salary/Wages or Allowances
Code of Practice: Access to Personal Files
Long Service Awards
Assisted Car Purchase Scheme
Relocation Scheme
Employment indemnity
Secondment Policy
Retainers Scheme
Job Share Policy
Telephone Allowances
Dress/Uniform Allowances

Documents are available for reference in your department personnel section or at your place of employment and may be subject to revision from time to time.

- 24.4 Any collective agreement which is subsequently made between the Wolverhampton Borough Council and NATFHE shall be automatically incorporated into the terms and conditions of your employment.