



Adult Education Wolverhampton (AEW)

Adult Teacher Terms and Conditions of Employment

1. TERMS AND CONDITIONS

- 1.1 The terms and conditions of this appointment are determined locally by City of Wolverhampton Council ('CWC' and/or 'the Authority') in consultation with University and College Union ('UCU'), the trade union recognised for Adult Teaching 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 and the relevant Memorandum of Understanding ('MOU') in existence at the time.
- 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 After the date of this Contract of Employment being signed, any changes in its terms and conditions by CWC, which may be agreed through the Joint Consultation Panel ('JCP') and/or the Adult Education Joint Consultation Meetings ('AEJC'), referred to at Paragraph 10 of the MOU in respect of such staff shall automatically be incorporated into your substantive contract of employment. In addition, any future nationally agreed employers' policy, of which CWC are members, shall also automatically be 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 Adult Education Service Teaching Staff pay,

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2.2 Subject to continuing service where applicable, your salary will rise within the relevant scale by annual increments up to the maximum of the scale for your

post. Increments will be applied after 12 months in post and thereafter on 1st September of each year.

- 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 COST OF LIVING PAY RISE

- 3.1 Pay will increase in line with nationally negotiated pay increases for local government employees as appropriate. This will be applied on 1st April of each year.

4. WORKING TIME

- 4.1 Your working year will consist of 40 weeks of which up to 38 may be teaching weeks. The remaining weeks will be determined by your line manager and will reflect the duties contained in your job description.

- 4.2 A full-time teacher will teach 820 hours per year and part-time teachers will teach 820 hours pro rata per year

- 4.3 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.

- 4.4 The standard working week for a full-time employee is 37 hours of which not more than 23 hours shall usually be assigned to teaching and student contact duties as defined in your job description.

- 4.5 The 37 hours of a working week will fall between 9.00 am and 9.30 pm from Monday to Friday. Occasional Saturday and Sunday working will be compensated by time off in lieu.

- 4.6 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 and not less than half an hour. Any other arrangement will be by agreement with the individual employee.

- 4.7 Except for specifically established posts requiring evening work, or by mutual agreement, teaching 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.

- 4.8 After a teacher'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.

4.9 Wherever possible, teachers 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.

5. PERIOD OF CONTINUOUS EMPLOYMENT

5.1 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.

6. PROBATION (if applicable)

6.1 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.

7. PLACE OF WORK

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

7.2 You will not normally be required to work on a permanent basis at a site which is outside of the City.

7.3 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.

7.4 In the interests of security, you will be required to wear a visible AEW identification badge at all times whilst on duty.

8. WORKING TIME

8.1 You will be required to work 200 days per year. This will be pro rata for part time staff. The majority of these days will be worked during term time however there will be occasions on which you will be required to work outside of term time to respond to service needs. Working days outside of term time will be agreed with you in advance and recorded by your line manager.

9. DUTIES

9.1 The duties of your post will be consistent with your current Job Description and as determined by your line manager. The Job Description and duties may

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be subject to variation from time to time following discussion with you.

10. SICKNESS ABSENCE

10.1 The Council's Management of Attendance policy applies to all employees

11. STAFF TRAINING DEVELOPMENT AND APPRAISAL

11.1 You will be expected to participate in the agreed scheme for staff training, development and appraisal. Newly appointed employees will have an induction programme prepared for them and are required to fully participate in the requirements of that programme

11.2 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.

11.3 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.

12. EXCLUSIVITY OF SERVICE

12.1 Teaching 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 City of Wolverhampton Council.

13. GRIEVANCE PROCEDURE

13.1 The Council's Grievance Policy and Procedures apply to all employees.

14. DISCIPLINARY PROCEDURE

14.1 The Council's Disciplinary Policy and Procedures apply to all employees.

15. RETIREMENT AND PENSION

15.1 Retirement is in accordance with relevant statutory legislation. The Council has a policy and procedure for early retirement. Refer to the Retirement Policy for further guidance.

15.2 You will be 'auto-enrolled' into the Teachers Pension Scheme (TPS). If you wish to opt out the relevant form can be obtained at teacherspensions.co.uk

16. NOTICE

16.1 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 teaching 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 1 January to 30 April, the Summer Term from 1 May to 31 August.

16.2 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.

16.3 If your contract is terminated by reason of redundancy, you will be entitled to receive notice in accordance with paragraph 16.2 (above).

17. STAFFING REDUCTIONS/REDUNDANCY

17.1 If a post is deemed as redundant, decisions will be in accordance with the Council's Redundancy Policy.

17.2 If a post becomes at risk of redundancy the Council has a Redeployment Policy.

17.3 Any proposed and/or potential redundancies shall be subject to consultation between CWC and UCU, as per paragraph 4.1 of the MOU.

18. ACADEMIC FREEDOM

18.1 City of Wolverhampton 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 the jeopardy of losing the jobs and privileges they have as an employee of the Adult Education Service.

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

19.1 CWC supports the system of collective bargaining and believes in the principles of solving work-related issues through discussion and agreement, involving full representation of employers and employees.

19.2 Notwithstanding paragraph 2.2 of the MOU, the University and College Union (UCU) is recognised for Teaching Staff in the Adult Education Service in in respect of terms and conditions of employment as set out in the MOU.

20 PROMOTING THE COUNCIL & CODE OF CONDUCT

20.1 Employees are required to ensure that they promote the best interests of City of Wolverhampton Council at all times. The Code of Conduct relating to all employees must be adhered to.

21 CRIMINAL CHARGES AND CONVICTIONS

21.1 All employees are required to declare if, during their employment with the Council, they are subject to court action, receive a criminal conviction, caution, reprimand, final police warning or are charged with an offence. Consideration will then be given as to what effect this will have on an employee's suitability to undertake their role. If it subsequently comes to light that an employee has failed to disclose convictions, charges etc. they may be subject to disciplinary action which may place their employment at risk.

22 DISCLOSURE AND BARRING SERVICE (DBS) CHECKS

22.1 Enhanced DBS checks and satisfactory clearance will be required for all teaching posts

23 DISCLOSURE OF SALARY INFORMATION

23.1 The Local Government Transparency Code 2014 and Accounts and Audit Regulations 2015 require the Council to publish information about employees whose annual remuneration is at least £50,000. This includes the number of employees whose remuneration in that year was at least £50,000, details of remuneration and job title, a list of responsibilities undertaken and details of bonuses and 'benefits in kind'.

25. COLLECTIVE AGREEMENTS, POLICIES & PROCEDURES

25.1 Notwithstanding paragraphs 2-4 of the MOU, the following collective agreements between the City of Wolverhampton Council and recognised trade unions, Unison, GMB and Unite directly affect the terms and conditions of your employment and are expressly incorporated into your contract:

Disciplinary Policy
Dignity at Work Policy
Domestic Violence and Abuse Workplace Policy and Procedure
Drug & Alcohol Policy
Early Retirement Policy and Procedure
Equality and Diversity (Employment) Policy
Flexible Working Policy
Grievance Policy
Induction Policy
Internal Secondment and Acting Up Policy
Leave Policy
Management of Attendance Policy
Performance Management (Capability) Policy
Performance Appraisal and Personal Development Review Policy
Personal use of Council Computer Equipment and Access to Social Media
Political Restrictions Policy
Probation Policy
Recruitment and Selection Policy
Redeployment Policy and Procedure
Restructure and Redundancy Policy
Code of Conduct for Employees
Code of Dress Policy
Code of Practice Salary Overpayment
Code of Practice Salary Underpayment
Code of practice on travel, subsistence, hospitality and gifts
Support for Carers
Smoke Free Policy
Transsexual, Transgender and Gender Reassignment Policy
Unauthorised Absence Policy
Working Hours Policy

All Human Resources policies and procedures can be found on the Corporate Website, or are available from your line manager.

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

CPD Policy
Safeguarding Policy and Procedure
Classroom Visits and Learning Walks Policy
Mentoring Policy
Assessment/IQA policy

ICT Acceptable Use Policy for staff and students

Exams policy

Malpractice and maladministration policy

All AEW policies and procedures can be found on the AEW intranet or are available from your line manager

- 25.3 Any collective agreement which is subsequently made between the City of Wolverhampton Council and recognised trade unions or local agreement with UCU shall be automatically incorporated into the terms and conditions of your employment, as previously stated above in Clause 1.3.
- 25.4 Other policies and procedures not covered within these terms and conditions of employment will default to the AEW (or in the absence of an AEW policy to the Council) general policies on the relevant subject.

PROPOSED