

**Conditions of Service for  
Teachers and Managers in  
Lancashire Adult Learning**

**Section 3**

**SUMMARY OF CONDITIONS OF  
SERVICE FOR TEACHERS AND  
MANAGERS**

Revised July 2008

## **Conditions of Service for Teachers and Managers (Revised July 2008)**

### **1. Staff Covered by this Document**

This document covers all full-time, fractional and hourly paid teachers and management spine staff employed by Lancashire Adult Learning.

### **2. Appointments**

All appointments are subject to satisfactory completion of a one-year probationary period. Induction will include a review near the end of the first year to discuss the probationary period.

All appointments are subject to satisfactory medical clearance, clearance through the Criminal Records Bureau, registration with the Institute for Learning and to the provision of documentary evidence of National Insurance Number as required under the provision of the Asylum and Immigration Act 1996.

For hourly paid staff, all appointments are subject to sufficient enrolments on classes. If the class is cancelled before the first session, and the teacher is notified in advance, no payment is made.

If the class is cancelled at the beginning of the first session, the teacher is entitled to one hour's payment for the teaching and related duties.

If the class is cancelled, and the teacher notified before the second session, the teacher is not entitled to any additional payment beyond that received for the first session.

If the class is cancelled at the beginning of the second session, the teacher is entitled to one hour's payment for the teaching and related duties for that session.

If the class is cancelled, and the teacher notified before the third session, the teacher is not entitled to any additional payment beyond that received for the second session.

When the class meets for the 3<sup>rd</sup> session, the class is deemed to have formed. However, Lancashire Adult Learning does not guarantee that classes will continue to be taught for the whole of the expected period and reserves the right to suspend or cancel at any time for whatever reason.

### **3. Induction and Professional Development**

#### **Induction**

All new staff are entitled to an induction to their workplace and new post, including familiarisation with their Conditions of Service. Two hours are normally paid for the designated induction activities that form part of this programme.

#### **Appraisal and Development**

Staff will be required to:

- a) participate in an appraisal/performance management scheme approved by LAL and agreed with UCU
- b) participate in reasonable arrangements for further training and development

Hourly paid staff are required to participate in

- curriculum Development Team Meetings. This will normally involve at least one 2-hour meeting per year for which payment will be made.
- mandatory staff development. This will not normally exceed 4 hours per year for which payment will be made.
- the annual review process. This process will include completion of a written evaluation/review. It may also involve staff attending an interview and, where this is the case, staff will normally be paid 1<sup>1</sup>/<sub>2</sub> hours for pre-interview preparation, the interview and post-interview feedback.

### **Continuing Professional Development**

In order to comply with the requirements specified in the contract issued by the LSC to all adult learning providers, staff are required to:

- a) register with the Institute for Learning
- b) complete a minimum number of hours of continuing professional development every year
- c) maintain a record of the CPD undertaken
- d) make that record available to LAL
- e) provide the Institute for Learning (IfL) with a record of the CPD undertaken

Failure to comply with these requirements may lead to termination of employment. Full details of LAL policy in relation to Continuing Professional Development will be communicated to all relevant staff.

Full-time and fractional teachers are entitled to the equivalent of five days per year for the purposes of staff development. Some of this may be undertaken off-site at designated venues with the approval of the Area Principal.

### **Requirement for Teaching Qualifications**

Teachers are required to hold the teaching qualifications prescribed in the contract from the LSC. The type of qualification required depends on a number of factors, including the date on which employment commenced and the type of post held.

LAL will review with staff, either prior to commencement of employment or shortly thereafter, the qualifications required for the post concerned, and will provide assistance as it deems reasonable to enable staff, if required, to secure requisite qualifications. In the event that a member of staff fails to secure the requisite qualifications within the period specified, LAL may have no alternative but to

terminate employment and to this end LAL reserves the right notwithstanding any other provisions of this contract, to terminate employment.

#### 4. Flexible Working

Staff will work to a teaching timetable agreed with their manager for learning programmes scheduled throughout the normal working day, in the evening and at weekends. Normally, not more than two regular weekly evening or weekend sessions will be required, except with the agreement of the member of staff concerned.

For staff who do not have a full teaching timetable, the pattern of daily attendance will be agreed with their line manager in line with the course and/ or departmental needs but will not normally start before 08.30 or finish after 17.30 hrs, ensuring that teams have cover in place between the hours of 09.00 and 17.00 Monday to Friday. A lunch break of at least 30 minutes will normally be included in the daily pattern.

Wherever possible when hours of work have exceeded the normal working week by at least one session, the time should be taken within the same week. Where this is not possible, the time in lieu should be recorded and taken within the following four weeks. In exceptional circumstances, lieu-time can be carried beyond the 4-week period with permission from the relevant senior manager.

Employees have the right to request a variation to their contracts so that they can work more flexibly and thereby balance their care responsibilities with their work commitments. Requests should be put in writing to the Area Principal.

The County Council has a number of specific schemes which address both Equal Opportunities and the recruitment and employment needs of Lancashire Adult Learning. The schemes include: -

- Career Breaks
- Re-entry to Teaching
- Job Sharing
- Voluntary Reduction of Working Hours

An information pack of relevant documentation is available on request and on the intranet:

<http://lccintranet2/corporate/web/view.asp?siteid=3765&pageid=12844&e=e>

Opportunities can be discussed with the Area Principal.

#### 5. Rates of Pay and Teaching Duties

- a) **Teaching rates.** There is one rate of pay for all teaching, irrespective of the academic level of the teaching or whether or not the class that is being taught leads to a qualification. The normal rate paid for teaching is Spinal Point 5 of the lecturer scale.
- b) **Duties associated with Teaching.** These are detailed in the tutor job description and include:

- preparing programmes of learning
- ensuring that individual learner needs are identified and met, including assessing learner progress and achievement
- implementing quality assurance systems
- undertaking professional administrative duties
- for courses that lead to an accredited outcome, undertaking relevant duties in relation to external assessment and accreditation

c) **Non-teaching duties.** Duties not covered in the tutor job description are referred to as non-teaching duties. These include:

- additional learning support
- additional tutorial support
- advice and guidance
- internal verification
- leadership of a course team
- lesson observation
- materials development
- new course development
- staff development and attendance at meetings
- staff interviews
- student initial assessment interviews
- student interviews
- tutor organiser
- work place assessor

If the duties required in 5c) are required of hourly paid staff, a separate or additional contract is generated; details are summarised at Section 16 of the Red Book. The hourly rate of pay is defined for each duty and is pro-rata to a spinal point on the Teaching Scale. However, work which is broadly comparable to that carried out by administrative staff, will be paid at APT & C rates.

d) **Holiday Pay and Entitlement**

The holiday entitlement for full-time and fractional staff is

- 55 days including bank holidays for a full-time teacher
- 47 days including bank holidays for management spine staff

Full-time and fractional staff will take leave at times agreed with the Principal.

The holiday entitlement for hourly paid staff is pro-rata to the full-time entitlement. Hourly paid staff must take leave at times when there are no commitments to teaching or related duties. Holiday pay for hourly paid staff is included in the hourly rate of pay.

e) **Salary Payments.** Salaries are paid monthly into a bank account. Hourly paid staff complete a timesheet, which is processed monthly.

f) **Pay Awards.** An annual pay award is normally agreed by the County Council after consultation and negotiation with UCU and ACM and is normally dated from 1<sup>st</sup> August each year. The current salary scales are contained in Section 4 of the Conditions of Service Manual.

- g) **Travel Expenses.** These are not normally payable between home and the teaching location, unless specifically authorised by the Principal for the transport of essential equipment which could not be transported by public transport.

Staff using their vehicles for County Council business must have insurance which covers business use.

Travel expenses will be paid where, in the course of the same day and where the contracted hours are consecutive, staff undertake duties as part of their contract (including teaching, support, attending meetings, etc) at more than one venue. A contract is deemed to be consecutive where it involves work for the same area and where the contracts are no longer apart than a one hour lunch or tea break plus travel time. Example: If a teaching session ends at 12.00 and there is another teaching session at 14.00, it would be a consecutive contract if travel involved one hour and a lunch break of one hour is taken. Similarly, if a teaching session ends at 17.00 and there is another teaching session at 18.30, it would be a consecutive contract if travel involved 30 minutes and a one hour tea/dinner break is taken.

Where this is the case, the following arrangement will apply:

One of the centres will be identified as the place of the work. This will be the centre which is closest to the tutor's home. Travel costs will be reimbursed at the standard mileage rate for journeys to and from the identified place of work to the other centre(s).

In addition, an estimate of the journey time will be made by the programme manager and payment to the tutor will include an element related to time spent travelling paid at spinal point 1.

Further details and the rates payable are published each year in Section 4 of the Conditions of Service Manual.

## **6. The Working Week**

- a) A full-time teacher works 36 hours per week, a total of 1877 hours per year (including holidays) or 1476 hours (excluding holidays). Of this, not more than 800 hours shall be teaching and 344 hours are allowed for duties associated with that teaching. This leaves 332 hours for non-teaching related duties. Fractional staff contracts are pro rata each to of these components.

Hourly paid staff contracts are pro-rata to full-time teaching and the duties related to teaching.

A full-time teacher may be allowed to spend up to six working hours per week off-site, at the discretion of the Principal.

A full-time teacher shall not be required to attend for more than 10 sessions per week. Normally, a session shall not exceed 3.6 hours and in no circumstance should a teacher be required to spend more than 4 hours in

any one session. There must be a break of at least ½ hour, between working sessions.

Teachers shall not be required to teach for more than 14 consecutive weeks. After completing 14 weeks, a teacher shall be entitled to a break from teaching of at least 2 weeks.

A full-time member of staff shall teach a maximum of 21 hours per week over a 40-week period with averaging up to a maximum of 20 additional hours in any one term.

- b) Management Spine Staff work the hours stated on their contract. For most management spine staff, this is 37 hours per week, a total of 1925 hours per year (including holidays) or 1576 hours per year (excluding holidays). However, management spine staff at the residential colleges and also senior managers are required to work the hours necessary to perform their job. These may exceed 37 hours.
- c) Hours for evening, weekend and residential work are paid at standard rates. A full-time member of staff is not normally expected to work more than 2 evenings a week, unless by mutual agreement. The demands of residential colleges require greater flexibility and working hours will be negotiated separately with staff.

## 7. Absence from Work

- a) **Sickness.** Absence from work due to ill health, or for other reasons, must be reported immediately to the appropriate line manager. The County Council's self-certification procedures apply:

For absences between 4 and 7 days staff are required to complete a self-certification form.

For absences beyond 7 days, staff will be required to obtain a medical statement signed by a doctor. Saturdays and Sundays are deemed to be a working day for this purpose.

LAL is committed to Lancashire County Council's procedure for managing sickness absence, the full details of which can be found on the HR pages of the intranet -

<http://lccintranet2/corporate/web/view.asp?siteid=2891&pageid=5595&e=e>

Sick pay entitlements for full-time, fractional and hourly-paid staff are contained in Section 5 of the Conditions of Service Manual. The revised arrangements for hourly-paid staff are with effect from 1<sup>st</sup> September 2008.

- b) **Special and Parental Leave.** Leave of absence with pay will be granted on compassionate grounds. Entitlements are detailed in Section 6 of the Conditions of Service Manual. These are currently under review.
- c) **Other Leave.** The full scheme of entitlement to leave with/without pay is contained at Section 6 of the Conditions of Service Manual.

- d) **Maternity Leave.** Details of the Maternity Scheme for teachers are available at Section 7 of the Conditions of Service Manual.
- e) **Time-Off for Trade Union Duties.** This is subject to local agreement.

## 8. Notice Periods/Termination of Employment

For full-time and fractional staff, the period of notice required of both employer and employee is two calendar months before the end of the Spring or Autumn Terms or not less than 3 calendar months before the end of the Summer term, where the notional Terms are:

Spring Term	1 <sup>st</sup> January	-	30 <sup>th</sup> April
Summer Term	1 <sup>st</sup> May	-	31 <sup>st</sup> August
Autumn Term	1 <sup>st</sup> September	-	31 <sup>st</sup> December

Or 1 week for each completed year of service up to 12 weeks for staff with 8 years or more continuous service whichever is the greater.

For hourly paid staff, the period of notice required of both employee and employer to terminate the contract once the class has been formed (as distinct from cancellation or suspension of a class) is one week.

An hourly paid teacher ceases to be employed on the termination date of the class (as detailed in the letter of appointment) unless the contract is otherwise terminated or varied by agreement with the Principal.

## 9. Pension and Retirement

All full-time, fractional and hourly-paid teachers are automatically within the Teachers' Pension Scheme unless they elect to opt out. Fractional and hourly paid staff may elect to join the Teachers' Pension Scheme by completing Form 261.

A contracting out certificate is in force in respect of the Teachers' Pension Scheme. This means that the Scheme has been approved by the Occupational Pensions Board and applies in place of the state additional pension scheme.

Most staff choose to retire by the time they reach the age of 65. Employment beyond the age of 65 is permitted at the discretion of the Head of Service. Staff who wish to work beyond 65 should approach their Area Principal at the earliest opportunity.

Teachers' pensions become available to staff who retire at 60. Actuarially reduced pensions are available for staff aged 55. Further details are available from The Teachers' Pension Agency.

Details with regard to pension matters are available from the Teachers' Pension Agency Website [www.teacherspensions.co.uk](http://www.teacherspensions.co.uk). A booklet "Your Pension – a guide to the Teachers Pension Scheme" is available from The Teachers' Pension Agency.



Further information and advice about pensions is available from Lancashire Employee Services at County Hall, contact extension 35353. Guidelines and worked examples are available in the Conditions of Service Manual.

## **10. Redundancy Procedures**

These are detailed in Section 8 of the Conditions of Service Manual.

## **11. Insurance**

The insurance related risks faced by teachers in the course of their employment fall into the following categories:

- Personal Injury
- Loss/damage of personal property
- Legal liability
- Use of privately owned motor vehicles
- Responsibility for money

Details of the cover provided by the County Council are contained in Section 9 of the Conditions of Service Manual.

## **12. Disciplinary and Capability Procedures**

Disciplinary and Capability procedures are necessary to ensure fairness in the treatment of employees. Proven incompetence or misconduct may require the Principal or Principal's representative to investigate and consider whether formal action should be taken against a teacher, or whether informal resolution is appropriate. When formal action is initiated, formal procedures are followed, provided at Section 10 of the Conditions of Service Manual.

## **13. Grievance Procedure**

There are established procedures for settling individual staff grievances, which are provided at Section 11 of the Conditions of Service Manual.

## **14. Re-grading Procedure**

An employee who considers that a regrading is justified on the grounds of increased duties and responsibilities should submit the appropriate application form to the Area Principal. The Regrading Procedure is provided at Section 14 of the Conditions of Service Manual.

## **15. Health and Safety**

All employees have a statutory duty to observe all health and safety rules and take all reasonable care to promote health and safety at work. It is the responsibility of all employees to:

- take reasonable care of their own safety and that of other persons
- co-operate with the employer on health and safety matters to enable the employer to carry out its own responsibilities successfully
- use correctly any equipment provided for his/her safety

- report any defective equipment to his/her line manager or other appropriate person
- report accidents or dangerous occurrences at the earliest possible opportunity
- be familiar with and observe at all times all safety policies and procedures
- take reasonable precautions to ensure the safety of all persons in their charge.
- participate in appropriate staff training

A copy of the County Council Health and Safety Policy is provided at Section 12 of the Conditions of Service Manual.

## **16. Copyright**

When the Service employs staff specifically to produce materials for curriculum use, these materials shall belong to the County Council, and not the individual member of staff.

Schemes of work and lesson plans produced by a teacher shall remain the property of the teacher, but the employing area shall be provided with copies on request.

## **17. Equality and Diversity**

Lancashire Adult Learning complies with and operates within Lancashire County Council's Equality and Diversity Schemes.

The Service Equality and Diversity Policy is provided at Section 13 of the Conditions of Service Manual. The main aims of this policy are:

- To put into practice and promote the entitlement **everyone** has to equal rights and opportunities within Lancashire Adult Learning
- To seek to identify and eliminate all forms of discrimination, whether overt, covert or by omission, including discrimination on grounds of race, faith, age, disability, gender or sexual orientation
- To embrace and promote diversity
- To encourage, support and help all learners and staff to reach their potential

## **18. Negotiation Rights and Consultation**

The County Council recognises UCU and ACM for consultation and negotiating purposes for pay and conditions of service for teachers and management spine staff. Consultation and negotiation procedures are detailed in a separate paper available at Section 1 of the Conditions of Service Manual.

A Liaison Group made up of trade union and employer representatives meets approximately 3 times each year. This Group will keep the Conditions of Service for Teachers and Management Staff and their appendices under regular review.

## **19. Membership of a Trade Union**

All staff have the following rights in respect of trade union membership and activities:

- to be a member of any trade unions
- Not to belong to a trade union or unregistered organisation of workers, or to any particular trade union or organisation.
- As a member of a trade union, to take part in its activities at appropriate times and to seek election to and hold office in the Union.

## **20. Trade Union Facilities**

The Service has a Facilities Agreement for representatives of recognised trade unions in Section 2 of the Conditions of Service Manual. This is currently under review.

## **21. Alterations to these Conditions of Service**

This document shall be kept under review by of the Employer/Trade Union Liaison Group taking into consideration any subsequent national agreements relating to adult education employees.