

**JOINT AGREEMENT ON GUIDELINES
FOR THE EMPLOYMENT OF
PART-TIME EMPLOYEES IN
FURTHER EDUCATION COLLEGES**

BETWEEN

THE ASSOCIATION OF COLLEGES (AoC)

AND

**ASSOCIATION FOR COLLEGE
MANAGEMENT (ACM)**

**ASSOCIATION OF TEACHERS &
LECTURERS (ATL)**

GMB

**TRANSPORT & GENERAL WORKERS'
UNION (TGWU)**

UNISON

UNIVERSITY AND COLLEGE UNION (UCU)

April 2008

1 Objectives

- 1.1 Part-time employees have the right not to be treated less favourably than comparable full-time employees as regards the terms of their contract of employment or any act, or deliberate failure to act, of the employer.
- 1.2 Both sides recognise and value the contribution of part-time employees in further education colleges.
- 1.3 These guidelines provide a framework for the employment of part-time employees and will be developed locally with the recognised trade unions.
- 1.4 These guidelines have been jointly agreed between the trade unions and employers in the National Negotiating Joint Forum. The guidelines constitute a joint agreement for the employment of part-time employees in colleges and are recommended by both sides to their constituent memberships.
- 1.5 Both sides are agreed that existing part-time employees should not suffer any detriment to their present position.

2 Pay

- 2.1 The principle to be applied is one of equal pay for work of equal value. Where an employee is employed on a part-time contract s/he shall be paid an equivalent hourly rate to a comparable employee employed on a full-time contract.
- 2.2 Where applicable, incremental progression shall be applied in accordance with the provision for equivalent comparable full-time employees.
- 2.3 The salary of a part-time employee shall be payable, in the same way as for comparable full-time employees.
- 2.4 No existing part-time employees shall be disadvantaged, as compared with their existing position, by the implementation of the terms of this agreement.

3 Holidays

- 3.1 Part-time employees shall have equivalent holiday entitlement to comparable full-time employees on a pro-rata basis, having due regard for the minimum requirements of the Working Time Regulations 1998.

4 Working Hours

- 4.1 The programme/work schedule for each part-time employee shall be determined in advance in accordance with the Corporation's practices for comparable full-time employees.
- 4.2 Changes to the normal pattern of attendance will be subject to consultation with the individual employee.
- 4.3 A review of each individual's programme/work schedule will be carried out periodically.

5 Professional support and development

- 5.1 Part-time employees shall have access to the staff development programme in place in the college. They shall have full opportunity to attend courses and conferences to develop their professional expertise relevant to the fulfilment of the requirements of their job. They shall be fully integrated into the induction procedures for new employees.
- 5.2 The agreed Appraisal Scheme within the college shall be applied equally to part-time employees.
- 5.3 Part-time employees shall be given opportunities to attend meetings relevant to the fulfilment of the requirements of their job, e.g. team meetings and course development meetings.
- 5.4 Managers shall endeavour to arrange such meetings at times which are mutually convenient to part-time employees. Attendance outside of the contracted terms will be paid at the appropriate rate.
- 5.5 Part-time employees shall be given equivalent access to facilities and any other equipment necessary to perform their role in the college.

6 Sick leave and sick pay

- 6.1 Sick leave and sick pay schemes shall be equally applicable to part-time employees.
- 6.2 Qualifying periods for entitlement to sick leave and sick pay shall be the same for both comparable full-time and part-time employees.

7 Maternity leave and pay

- 7.1 Maternity leave and maternity pay schemes shall be applied equally to both comparable full-time and part-time employees.
- 7.2 Qualifying periods shall be the same for both comparable full-time and part-time employees.

- 7.3 Paternity leave schemes shall be applied equally to both comparable full-time and part-time employees.

8 Parental leave and time off for dependants

- 8.1 The right to parental leave and time off for dependants schemes shall be equally applicable to part-time employees.
- 8.2 The qualifying period for the entitlement to take parental leave shall be the same for both comparable full-time and part-time employees.
- 8.3 Part-time employees should enjoy the same rights to parental and dependent leave as comparable full-time employees.

9 Pensions

- 9.1 Part-time employees will be in receipt of pensionable salaries and shall be eligible for admission to the relevant Superannuation Scheme subject, always, to meeting any requirements of the Scheme Regulations.

10 Discipline and grievance procedures

- 10.1 Part-time employees shall have access to the discipline and grievance procedures that apply to full-time employees.
- 10.2 Any application of the discipline or grievance procedures shall be arranged to coincide with the normal attendance of the part-time employees concerned, where reasonably practical.

11 Collective agreements

- 11.1 Collective agreements entered into between the college management and recognised trade unions shall equally apply to part-time employees.

12 Time off for trade union duties

- 12.1 As with comparable permanent employees, part-time employees are entitled to reasonable paid time off work for trade union duties. Part-time employees are also entitled to the equivalent facilities as permanent employees.

13 Variable hours contracts of employment

- 13.1 Both sides recognise the value to colleges of the employment of variable hours contracted employees to meet fluctuations in demand for work of a

particular kind. It is desirable that such contracts should specify a minimum of contracted hours.

- 13.2 Both sides recognise the importance of giving employees with variable hours contracts of employment security in employment and equal treatment.

14 Fixed-term and other temporary contracts

- 14.1 Fixed-term contracts should only be used for transparent and objective reasons where there is a genuine fixed-term need. The list below describes general considerations that may make it appropriate to offer fixed-term contracts for periods of less than four years. This is not an exhaustive list but is indicative of a genuine short-term need:

- the work is of a specialist short-term nature;
- the work is of a discrete nature and does not form part of a wider ongoing learning programme;
- the area requires a degree of specialist knowledge not available from within the college establishment;
- the requirement is of a temporary nature to cover for employee absence, such as maternity leave;
- the work is externally funded for a fixed period of time.

The list above does not constitute a collective agreement on objective justification for the use of fixed-term contracts for a period of longer than four years.

- 14.2 Where the circumstances outlined in 14.1 above are no longer applicable, Corporations should reassess whether a fixed-term contract is still appropriate in relation to that work and should consider employment on an indefinite basis.
- 14.3 Corporations should always seek to avoid using fixed-term contracts other than where appropriate and necessary. However, in the event that an employee does reach four years service on consecutive fixed-term contracts, their employment shall become permanent if the requirements of Regulation 8 of the Fixed-Term Employees (Prevention of Less Favourable Treatment) Regulations 2002 are met, unless, as per Regulation 8, the further use of a fixed-term contract is justified on objective grounds.
- 14.4 All fixed or other short-term contract holders should receive a copy of their main terms and conditions of employment.

- 14.5 The contracts of employment for all fixed-term employees shall specify that post holders are entitled to receive full statutory redundancy rights including compensation payments at the termination of such contracts. Fixed-term contracts issued or renewed on or after 1 October 2002 shall not include redundancy waiver clauses.

15 Other policies, procedures and benefits

- 15.1 All other Corporation policies, procedures and benefits shall apply equally to both comparable full-time and part-time employees.

16 Implementation

- 16.1 The guidance set out in this Joint Agreement is recommended to Corporations.
- 16.2 Both sides recognise fulfilment of the requirements of this agreement and the Part-time Workers Regulations 2000 can be best achieved by using fractional contracts of employment for part-time employees.

17 Interpretation, monitoring and review

- 17.1 The interpretation of any aspect of this agreement may be referred to the Joint Secretaries of the Joint National Negotiating Forum for comment and advice.
- 17.2 This agreement will be subject to regular monitoring and review and any amendment will be by agreement within the Joint National Negotiating Forum.

GLOSSARY OF TERMS CONTAINED IN THIS DOCUMENT

Collective Agreement:

Any agreement made by or on behalf of one or more trade unions and one or more employers or employers' associations relating to one or more of the following:

- i) terms and conditions of employment, or the physical conditions in which any workers are required to work;
- ii) engagement or non-engagement, or termination or suspension of employment or the duties of employment, of one or more employees;
- iii) allocation of work or the duties of employment as between employees or groups of employees;
- iv) matters of discipline;
- v) the membership or non-membership of a trade union on the part of an employee;
- vi) facilities for officials of trade unions; and
- vii) the machinery for negotiation or consultation, and other procedures, relating to any of the forgoing matters, including recognition.

Comparable full-time employee:

A full-time employee who is engaged in the same or broadly similar work as a part-time employee; has a broadly similar level of qualification, skills and experience to those of the part-time employee and is employed by the same college as the part-time employee.

Fixed-term contract of employment:

A contract of employment which has a defined start and end date, even though it may be terminated on notice during its course by either party.

Fractional contract of employment:

A contract of employment under which the extent of the employee's obligations to the employer is, and is expressed as, a fraction of the obligations of owed by a full-time employee.

Full-time contract of employment:

A contract of employment under which an employee is, having regard to the custom and practice of the employer, and to the terms of that contract, identifiable as a full-time employee.

Full-time employee:

An individual who is engaged as an employee under a contract of employment of a full-time nature, as referred to above.

National Negotiating Joint Forum:

The membership of the National Joint Forum is as follows:

ACM, AoC, ATL, GMB, TGWU, UNISON and UCU.

The purpose of the National Joint Forum is as follows:

negotiate on pay and statutory employment matters relevant to the workplace and to make recommendations to individual college Corporations;

develop, as appropriate, good practice guidance and advice on employment matters applicable to all employment groups;

undertake work to review the implementation of recommendations to the sector and to seek to ensure that any agreements reached are accepted by their members at local level.

Part-time contract of employment:

A contract of employment under which the employee is not, having regard to the custom and practice of the employer, and his/her contract of employment, identifiable as a full-time employee.

Part-time employee:

An individual who is engaged under a contract of employment of a part-time nature, as referred to above.

Pro-rata:

When referring to the entitlement of a part-time employee to receive pay or other contractual benefits, the principle of pro-rata means that the part-time employee should receive such an amount which is no less than the proportion of that pay or other benefit that the number of his weekly hours bears to the number of weekly hours of a comparable full-time employee.

Recognised Trade Unions:

A trade union which is a signatory to this agreement.

Short term contract of employment:

A contract of employment which is expected to and does last for a short period of time (normally no more than [6] months), where the expected length of the period of employment may or may not be known at the time the contract commences.

Temporary contract of employment:

A contract of employment which is expressed to last for other than an indefinite period of time, where the expected duration of the employment may or may not be known at the time the contract commences.

Variable hours contract of employment:

A contract of employment which reflects the fact that hours worked are likely to vary from week to week or month to month, depending on the employer's need for work of the type that the employee was employed to do.

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SIGNATURES OF THE PARTIES TO THIS AGREEMENT

AoC

ACM

ATL

GMB

UCU

UNITE - The Union

UNISON

Date of Commencement of this Agreement

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