

Wales Negotiating Committee Further Education

Joint Agreement for the Employment of Part Time Hourly Paid Lecturers

Version: **FINAL**

Date of Review: October 2020

WNCFE (Adoption and Signature) on 13 October 2017

Approved by College Principals on 18 July 2017

Approved by WNCFE on 21 June 2017

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Appendices:

If you or someone you know would like this document in an alternative format please contact:

Julie Osman, ColegauCymru

Email: julie.osman@colegaucymru.ac.uk

1. Context

- 1.1 Colleges recognise the responsibilities placed on them by the Part Time Workers (Prevention of Less Favourable Treatment) Regulations 2000 and other legislation.
- 1.2 Where Part time contracts are used, Colleges will ensure that their use complies with the Joint Agreement for the Employment of Fixed term Employees (March 2015).
- 1.3 This agreement replaces the National Agreement on the Employment of Part Time Lecturing Staff in FE Colleges and Institutions in Wales (January 2005).

2. Status

- 2.1 This agreement has been jointly agreed between the trade unions and employers in the Wales negotiating Committee Further education.
- 2.2 This agreement is for use by individual colleges in order to develop policy and procedure for the use of Part Time Contracts for lecturing staff. In determining local policy, normal consultation arrangements should apply with recognised trade unions in accordance with the terms set out in this agreement.
- 2.3 This agreement was impact assessed at a national level to assist Colleges in meeting the requirements of Equality legislation and the Welsh Language Act. The equality Impact Assessment is detailed in Appendix 1. It is for each College to undertake their own equality impact assessment at local level.

3. Scope

- 3.1 This agreement applies to all part time hourly paid lecturers, permanent and fixed term.
- 3.2 Colleges are committed to maximising opportunities to provide continuity of employment for all staff and to use part time hourly contracts responsibly and justifiably.
- 3.3 The provisions of the Fixed Term Agreement will apply if the part time hourly contract is fixed term.

4. Policy requirements

- 4.1 The aim of this agreement is to enable Colleges to develop policy in order to
 - 4.1.1 Set out the use of part time lecturing staff contracts
 - 4.1.2 Specify how these staff will be paid
 - 4.1.3 Review hourly paid staff as part of the annual workforce planning process, budget planning cycle and the curriculum planning cycle. Staff employed under these contracts should be reviewed in each learning area taking into consideration the sustainability of the curriculum whilst ensuring it is responsive to the learner and employer needs in the local community.

5. Procedural requirements

- 5.1 All Part time hourly paid lecturing staff must be paid on the relevant pay scale, dependant on their qualifications, i.e. Unqualified Scale, Main Grade or Upper pay spine.
- 5.2 The formula for calculating the hourly rate of pay based on the National contractual terms is as follows:
- i) Basic Hourly Rate = Annual Salary divided by Annual Hours.
Annual hours = 37 hr Working week x 52 weeks/year = 1924
 - ii) Additional Time = 20 minutes per teaching hour to cover preparation and marking.
 - iii) Total hourly rate = Basic Hourly Rate + Additional Time
 - iv) When part time hourly paid staff are asked to attend for departmental duties payment will be made at the basic hourly rate
 - v) Holiday Pay calculation: Annual Leave + Statutory Days x 7.4 hrs/day equals total holiday hours per year e.g. 46 + 8 x 7.4. Holiday pay element is either Basic Hourly Rate or Total Hourly Rate multiplied by 0.198 depending on whether the hours worked are teaching hours or departmental duty hours. Non- teaching duties do not attract preparation and marking time.
 - vi) Actual rate of pay will be either 'Total Hourly Rate' or 'Basic Hourly Rate,' as appropriate, + Holiday Pay Element
- 5.3 Individual Colleges will take into consideration when calculating the hourly rate the local practice agreed in respect of efficiency days
- 5.4 Annual increments shall be awarded to the hourly paid staff from 1st August each year on the same basis as full time staff and every two years on the upper pay scale.
- 5.6 The days and times staff are required to work will be in accordance with the teaching timetable for the relevant term, a copy of which will be supplied to member of staff. Such timetables will be determined at the discretion of the College and may be subject to change. Where there is a change in demand, the College reserves the right to amend the schedule as required giving two weeks' notice
- 5.7 All hourly paid lecturing staff are entitled to an appraisal/staff development and review.
- 5.8 The requirements of the National Workload Agreement will apply to this group of staff.

Wales Negotiating Committee Further Education
Joint Agreement for the Employment of Part Time Hourly Paid Lecturers

SIGNATURES OF THE PARTIES TO THIS AGREEMENT

- (a) ColegauCymru _____
- (b) ATL/ AMiE _____
- (c) GMB _____
- (d) NASUWT _____
- (e) UCU _____
- (f) UCAC _____
- (g) UNISON _____
- (h) Unite-the union _____

Date of commencement of this agreement:

Wales Negotiating Committee Further Education (WNCFE)

Equality Impact Assessment

Summary

1. Name of function/agreement:

Joint Agreement for the Employment of Part Time Hourly Paid Lecturers

2. Scope

This Joint Agreement applies to all lecturing staff employed on part time hourly paid contracts by Further Education Colleges in Wales.

3. Lead Officer/committee member:

This Equality Impact Assessment was undertaken by the WNCFE Drafting Group and has been reviewed by the WNCFE Committee.

4. Main Aims/purposes/outcomes of the agreement:

This agreement has been jointly agreed between the trade unions and employers in the Wales Negotiating Committee Further Education and is for use by individual Colleges in order to develop agreement and procedure for the use of part time hourly paid lecturing contracts. Colleges are committed to maximising opportunities to provide continuity of employment for all staff and to use part time hourly contracts responsibly and justifiably in accordance with equality legislation.

5. Has consultation taken place regarding this agreement?

The WNCFE has engaged with Colleges and Joint Trade Unions in determining any impact on people with protected characteristics. The feedback highlighted that that was inconsistency across the sector with a number of Colleges having no formal agreement or policy in place.

The purpose of the agreement is to prevent any less favourable treatment of staff employed on part time hourly paid lecturing contracts. The agreement aims to ensure that Colleges develop policy and procedure which is inclusive and reflects the terms set out in a fair and consistent way for all staff employed in FE.

6. What is being done to limit any negative impact or promote positive impact on protected groups (See section 2)?

The agreement sets out the requirement that colleges will ensure their policy for the use of part time hourly paid contracts is brought to the attention of all managers and staff and is well publicised. It also commits to ensuring that all managers receive appropriate training on the implementation of this policy.

7. How will the proposals help promote equality, eliminate discrimination and promote good relations?

The agreement sets out the commitment of colleges to maximise opportunities to provide continuity of employment for all staff and all protected characteristics and to use part time hourly paid contracts responsibly and justifiably.

8. Is there an action plan in place? YES

Equality Impact Assessment Template

1. Data Collection and Evidence

<p>What evidence e.g. data, research, results of engagement and consultation have you used to consider how this agreement might affect people with protected characteristics?</p> <p>Evidence should be linked clearly to the relevant protected characteristic</p> <p>Please link to any relevant documents. Describe who you engaged with and the results? (It is a statutory requirement to engage with people with protected characteristics).</p> <p>The committee in considering the duty in respect of negotiations will want to consider national data as well as data specific to the sector</p>	<p>In considering relevant data and evidence, the WNCFE Committee have considered the following:</p> <p>Legislation: The WNCFE has considered the main Acts and Regulations covering workers on part time hourly paid contracts and legislative requirements are incorporated into the agreement, as follows:</p> <ul style="list-style-type: none"> • The Employment Act 2002 • The Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002 (SI 2002/2034) which implement the provisions of the Fixed-term Work Directive (1999/70/EC) into UK law • The Fixed-term Employees (Prevention of Less Favourable Treatment) (Amendment) Regulations 2008 (SI 2008/2776) • Part Time Workers (Prevention of Less Favourable Treatment) Regulations 2000 <p>Engagement: The WNCFE has engaged with Colleges and Joint Trade Unions in determining any impact on people with protected characteristics. The feedback highlighted that that was inconsistency across the sector with a number of Colleges having no formal agreement or policy in place The purpose of the agreement is to prevent any less favourable treatment of staff employed on fixed term contracts. The agreement aims to ensure that Colleges develop policy and procedure which is inclusive and reflects the terms set out in a fair and consistent way for all staff employed in FE Colleges in Wales.</p>
<p>What additional research, data or consultation is required to fill any gaps in understanding the effects of the agreement?</p>	<p>The WNCFE Committee will review the agreement every three years. Further consultation will take place to inform any developments of the agreement.</p>

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The agreement sets out the requirement for Colleges to carry out an annual equality data monitoring exercise which includes the use of part time hourly paid lecturing contracts. This will be shared with the recognised unions.

2 Assessment of impact and strengthening agreement

This section asks you to assess the impact of the agreement on each of the protected groups.

Using the information available, identify the effects on this agreement on the following groups

Please indicate impact						
	+ive impact Y/N	-ive impact Y/N	No impact Y/N	How the group affected and what is the evidence?	How could you limit the negative impact	How can you promote positive impact ¹
Age <i>Identify the impact/potential impact of the service on older people and younger people.</i>	Y	N	N	The agreement sets out the commitment of colleges to maximise opportunities to provide continuity of employment for all staff of all ages and to use part time hourly paid contracts for lecturers responsibly and justifiably.	No negative impact identified	The agreement sets out the requirement that colleges will ensure their policy for the use of part time hourly paid lecturing contracts is brought to the attention of all managers and staff and is well publicised. It also commits to ensuring that all managers receive appropriate training on the implementation of this policy.
Disability <i>Identify the impact/potential impact on disabled</i>	Y	N	N	The agreement sets out the commitment of colleges to maximise opportunities to provide continuity of employment for all staff and	No negative impact identified	As above

¹ What measures does the agreement include to help advance equality, eliminate discrimination and promote good relations?

<i>people (ensure consideration of a range of impairments, e.g. physical, sensory impairments, learning disabilities, long-term illness).</i>				to carry out an annual equality data monitoring exercise to consider any impact on disability . The agreement sets out that colleges use part time hourly paid lecturing contracts responsibly and justifiably.		
Gender Reassignment (GR) <i>Identify the impact/potential impact of the service on transgender people.</i>	Y	N	N	The agreement sets out the commitment of colleges to maximise opportunities to provide continuity of employment for all staff and to carry out an annual equality data monitoring exercise to consider any impact on gender reassignment . The agreement sets out that colleges use part time hourly paid lecturing contracts responsibly and justifiably.	No negative impact identified	As above
Marriage and civil partnership (M&CP) <i>Identify the impact on married people or people in civil partnerships</i>	Y	N	N	The agreement sets out the commitment of colleges to maximise opportunities to provide continuity of employment for all staff and to carry out an annual equality data monitoring exercise to consider any impact on staff who are	No negative impact identified	As above

				married or in a civil partnership. The agreement sets out that colleges use part time hourly paid contracts responsibly and justifiably.		
Pregnancy and maternity (P&M) <i>Identify the impact/potential impact of the service on pregnant people or women on maternity leave.</i>	Y	N	N	The agreement sets out the commitment of colleges to maximise opportunities to provide continuity of employment for all staff and to carry out an annual equality data monitoring exercise to consider any impact on staff who are pregnant or taking maternity leave. The agreement sets out that colleges use part time hourly paid lecturing contracts fixed-term contracts responsibly and justifiably.	No negative impact identified	As above
Race <i>Identify the impact/potential impact of the service on Black and minority ethnic (BME) people.</i>	Y	N	N	The agreement sets out the commitment of colleges to maximise opportunities to provide continuity of employment for all staff and to carry out an annual equality data monitoring exercise to consider any	No negative impact identified	As above

				impact on race . The agreement sets out that colleges use part time hourly paid lecturing contracts responsibly and justifiably.		
Religion / Belief <i>Identify the impact/potential impact of the service on people of different religious and faith groups.</i>	Y	N	N	The agreement sets out the commitment of colleges to maximise opportunities to provide continuity of employment for all staff and to carry out an annual equality data monitoring exercise to consider any impact on religion/belief . The agreement sets out that colleges use part time hourly paid lecturing contracts responsibly and justifiably.	No negative impact identified	As above
Sex <i>Identify the impact on Men, women, boys ,girls</i>	Y	N	N	The agreement sets out the commitment of colleges to maximise opportunities to provide continuity of employment for all staff and to carry out an annual equality data monitoring exercise to consider any impact on men and women . The agreement sets out that colleges use part time hourly paid	No negative impact identified	As above

				lecturing contracts responsibly and justifiably.		
Sexual Orientation (SO) <i>Identify the impact on gay, lesbian and bisexual people</i>	Y	N	N	The agreement sets out the commitment of colleges to maximise opportunities to provide continuity of employment for all staff and to carry out an annual equality data monitoring exercise to consider any impact on sexual orientation . The agreement sets out that colleges use part time hourly paid lecturing contracts responsibly and justifiably.	No negative impact identified	As above
Other (<i>additional impacts such as Welsh Language poverty, people living in rural areas</i>)	Y	N	N	The agreement sets out the commitment for inclusivity and is applied fairly to all staff. There is a requirement for colleges to consider the requirements under their Welsh Language Scheme concerning any policy development.	No negative impact identified.	WNCFE will make arrangements for the agreement to be made available, on request in a range of formats including, large Braille, cassette tape, disk, CD Rom. The agreement will be translated into Welsh (see action plan)

3. Justification

If no action is taken to remove or mitigate/negative./adverse impact please justify why	N/A
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4. Procurement

Does this agreement apply to external contractors? If yes, please set out what steps you will take to build into all stages of the procurement process the requirement to consider the equality duty. You will need to think about: <ul style="list-style-type: none">• tendering and specifications• awards process• contract clauses• performance measures, and monitoring and performance measures.	Yes, institutions will be responsible for notifying any agencies of this agreement.
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5. Monitoring, Evaluating and Reviewing

How will you monitor the impact and effectiveness of the new agreement? This could include adaptations or extensions to current monitoring systems, relevant timeframes and a commitment to carry out an EIA review once the agreement has been in place for one year. List details of any follow-up work that will be undertaken in relation to the	This agreement will be monitored and reviewed every three years by the Wales Negotiating Committee Further Education. Should an issue be raised by a College or a Trade union which would require an earlier review of the agreement this will be undertaken.
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agreement (e.g. survey, specific monitoring process etc).	
Give details of how the results of the impact assessment will be published, including consultation results and monitoring information if applicable.	The Joint Agreement and the Equality Impact Assessment will be published on the ColegauCymru internet pages and will include details of the arrangements for monitoring.

6. Action Plan

The below provides an opportunity to state how any negative impact will be mitigated. It also allows you to list how you will tackle any gaps in the agreement. Look back through steps 1 – 7 of the EIA and include any identified actions in the plan below. Ensure that each action is listed with a target date and assigned to a named member of the committee.

Action	Responsible Person	By When	Progress
ColegauCymru to dedicated page for WNCFE in order to upload documents for public access.	CEO - ColegauCymru	In place	Completed
Publish summary of EIA ²	CEO - ColegauCymru	30 Nov 2017	
Welsh translation of the agreement	CEO - ColegauCymru	30 Nov 2017	
Made arrangements for the agreement to be provided, on request, in different formats including, large Braille, cassette tape, disk, CD Rom.	CEO - ColegauCymru	30 Nov 2017	

² summaries of EIAs where there is substantial impact will need to be published

7– Sign-Off

The final stage of the EIA is to formally sign off the document as being a complete, rigorous and robust assessment

The policy has been fully assessed in relation to its potential effects on equality and all relevant concerns have been addressed.

The Assessment Team members will comprise of the Drafting Group

Name	Job Title	Organisation