

NORTHERN IRELAND COLLEGE EMPLOYERS' FORUM

CIRCULAR NO: CEF 2011/04

11 May 2011

To: Joint Secretaries, Lecturers' Negotiating Committee
Directors/Principals and Chairpersons of Governing Bodies of Colleges
of Further Education
HR Managers of Colleges of Further Education
Department for Employment and Learning
UCU
NASUWT

FURTHER EDUCATION LECTURERS' NEGOTIATING COMMITTEE

Contract for Lecturers

In accordance with the provisions of Article 11, Schedule 3, paragraph 10.3 of the Further Education (Northern Ireland) Order 1997, the Constitution for Negotiating the Terms, Conditions of Service and Remuneration of Lecturers' Employed in Colleges of Further Education, it has been determined that the Contract for Lecturers has been agreed at the Lecturers' Negotiating Committee on 11 May 2011 and will be effective from 11 May 2011.



Bertie Faulkner
Chairman
College Employers' Forum

CONTRACT FOR LECTURERS

1. SCOPE AND DEFINITIONS

- 1.1 This contract applies to all lecturers employed at (name of College) of *[address]*.
- 1.2 The term “lecturer”, for the purpose of this contract, means:-
- permanent lecturing staff on full time or pro rata contracts; and
 - temporary lecturing staff on full time or pro rata contracts.
- 1.3 Terms and conditions for lecturers on pro rata contracts shall be pro rata the full-time terms and conditions contained in this contract.
- 1.4 For the avoidance of doubt this contract does not apply to hourly paid lecturing staff paid on an agreed hourly basis rather than on the annual salary scale applicable to lecturers referred to in clause 6.1.
- 1.5 With effect from [date] this contract for lecturers supersedes all contracts, conditions of service, whether expressed or implied, appointment letters, agreements previously negotiated collectively through the Lecturers’ Negotiating Committee in Northern Ireland, and local agreements which predate this contract except where this contract contains a specific reference to such agreements and/or which are listed in the attached Annex. Any such agreements whether contained in the Annex or in local agreements which are inconsistent with this contract are hereby overridden.
- 1.6 This contract also constitutes particulars required to comply with Article 33 of the Employment Rights (NI) Order 1996 and is a collective agreement which has been negotiated through the Lecturers’ Negotiating Committee.
- 1.7 The attached Annex refers to the policies, procedures and agreements which have been negotiated through the LNC and apply at the College. These policies, procedures and agreements are available on the College Website or from the Personnel Department.

2. JOB TITLE - LECTURER

Lecturing staff are employed under the following grades, Lecturer, Senior Lecturer, Principal Lecturer and Head of Department.

- 2.1 You are employed in the capacity of a Lecturer.
- 2.2 Your employer is *[College]* of *[address]*.
- 2.3 The duties you are required to perform and the definition of student contact time are set out in Appendix 1.

3. COMMENCEMENT

- 3.1 Your employment with the College commenced on and this date takes account of any previous period of continuous employment within the FE service in NI.

4. FIXED TERM CONTRACT [delete clause where not applicable]

- 4.1 Your contract is for a fixed term commencing on and expiring on save where terminated earlier by notice in accordance with this contract, subject to Paragraphs 19.1 and 19.2.

5. LOCATION

- 5.1 Your designated place of work known as the main duty centre is[insert name of campus and address].
- 5.2 You may be required to undertake your duties in locations other than the main duty centre on any of the College's premises or from time to time elsewhere as may reasonably be required in order to meet the legitimate needs of the service consistent with your statutory and contractual rights.
- 5.3 Where you are required to travel to locations (as referred to in 5.2) from the main duty centre, the calculation of time and expenses will be governed by the provisions of policy and procedures on Travel and Subsistence referred to in Clause 15 below and contained in the Annex.

6. SALARY

- 6.1 Your salary on appointment will be £.....per annum (Point_/_) paid monthly in arrears in twelve equal instalments.
- 6.2 For the purposes of calculation of payment a normal day is deemed to be 7.2 hours and the daily rate would be the current salary divided by 1880 multiplied by 7.2.
- 6.3 Approved additional hours beyond your annual contractual requirement may be compensated for by the payment of an appropriate hourly rate for part-time lecturers as agreed by the LNC or its successor and notified by the College Employers' Forum, to the sector. For periods of less than one hour, fractional payments will be made.
- 6.4 Payment will be paid monthly by BACS payment.
- 6.5 You will be entitled to salary in accordance with the provisions of the circulars issued by the College Employers' Forum following agreement by the LNC or its successor.

7. THE WORKING WEEK

- 7.1 The working week comprises Monday to Friday inclusive. Your working week is 36 hours and your student contact time and other associated duties are set out in the agreed programme of work referred to in clause 13.3.
- 7.2 Your maximum student contact hours will not exceed 25 hours per week over a period of 18 continuous weeks or 18 weeks in total in any academic year. For the remainder of the year you may be required to undertake student contact time up to a maximum of 24 hours per week until your 828 hours of student contact are completed.
- 7.3 During your working hours you are required to undertake student contact and associated duties as directed by the College and to devote your full time, attention, and abilities to your duties. Accordingly, and without prejudice to your statutory rights, you must not, without the written consent of the Director/ Chief Executive, undertake any employment or engagement which might interfere with the performance of your duties or conflict with the interests of the College. Such permission will not be unreasonably withheld.

8. THE WORKING YEAR

- 8.1 The working year runs from 1st September to 31st August each year.
- 8.2 The full-time equivalent working year for Lecturers and Senior Lecturers shall comprise up to a maximum of 1440 hours of which up to 828 hours shall be for student contact time and the remainder shall be for associated duties.
- 8.3 The full-time working year for Principal Lecturers and Heads of Department shall be 1541 hours.
- 8.4 *For Pro Rata contracts only*
You are employed on a pro-rata contract and your annual hours are [] of which up to [] for student contact time and the remainder for associated duties.

9. PROBATION

- 9.1 The first year of appointment to a lecturer post is a probationary year. Details on the management and support of probationers are contained in the Probation Scheme referred to in the Annex.

10. POST-ENTRY TRAINING

- 10.1 If you do not already possess a Bachelor of Education Degree or a Postgraduate Certificate in Education, you are required to pass the Postgraduate Certificate in Further and Higher Education (save where your employment commenced prior to 1 September 1983) currently awarded by the University of Ulster or any other professional qualification approved by your employer and recognised by the Department for Employment and Learning within the first three years of employment. For new entrants, achievement of

this qualification is necessary for continuation of employment and recognition as a qualified lecturer in an institution of further education. In the event you do not obtain the necessary qualification the College will have no alternative but to take steps to terminate your employment in the absence of any suitable alternative employment being available.

11. PENSION

- 11.1 The Teachers' Superannuation Scheme is a contributory scheme governed by regulations drawn up by the relevant Government Department.
- 11.2 Unless you notify the Department that you do not wish to join the Scheme, you will automatically become a member of the Scheme if you are a new entrant or are returning to the teaching service.
- 11.3 Lecturers should keep themselves apprised of any changes to the Teachers' Pension Scheme.

12. RESPONSIBILITY ALLOWANCES

- 12.1 This contract confers no automatic right to a responsibility allowance.
- 12.2 Responsibility allowances may be paid to lecturers*. Such allowances, where applicable, will be permanent or of a fixed duration and will be set out in a written signed agreement between the College and the Lecturer which describes the duties associated with responsibility points. In the absence of such signed agreement there shall be no entitlement to a responsibility allowance.

* Responsibility allowances are only available to main grade Lecturers.

- 12.3 Permanent responsibility allowances will be pensionable and consolidated.
- 12.4 Responsibility allowances of a fixed duration will be pensionable but not consolidated.
- 12.5 A lecturer can hold up to a maximum of four responsibility allowances.

13. THE LECTURER'S DUTIES - STUDENT CONTACT TIME AND ASSOCIATED DUTIES

- 13.1 A lecturer's duties comprise student contact time and associated duties as set out in Appendix 1, Paragraph 8.2 and Appendix 3.
- 13.2 You may be required to undertake such duties in accordance with Paragraph 7.3 and Section 2 of Appendix 1 as agreed by your line manager as are necessary to meet the needs of the College.
- 13.3 For each academic year you will be advised of your programme of work as far in advance as possible so as to provide you with the maximum opportunity for

adequate preparation and, normally, prior to the commencement of the holiday period immediately preceding the year in question. However, adjustments may be made to the programme of work as necessary to meet the needs of the service during the first 6 weeks of the first semester. There will be a further review prior to the commencement of the second semester which may also lead to programme adjustment. Outside of these two occasions programme change will be by agreement subject to Paragraph 19.1 and 19.2.

- 13.4 For the avoidance of doubt in the absence of receipt of a programme of work as referred to in 13.3 above, the programme of work for the previous academic year shall apply subject to any adjustments being made in accordance with 13.3.

14. ADDITIONAL NON CONTRACTUAL DUTIES

- 14.1 Where management requests you to undertake student contact time or associated duties in excess of the maximum annual hours referred to in clause 8 above, there shall be no obligation to agree to carry out such additional duties.
- 14.2 Where you undertake additional duties above the maximum annual contractual requirements, you shall be compensated by payment at the appropriate hourly rate as notified annually by the College Employers' Forum, or its successor(s).
- 14.3 If you are working less hours than your contracted student contact time or associated duties you may be required to undertake additional student contact time or associated duties to bring you up to your contracted hours. For the avoidance of doubt this obligation does not carry beyond the academic year for that programme of work.

15. TRAVEL AND SUBSISTENCE EXPENSES

- 15.1 Reimbursement of approved travel and subsistence expenses will be in accordance with the procedure referred to in the Annex and the arrangements set out in Appendix 2.

16. ANNUAL LEAVE

- 16.1 The leave year shall run from 1 September to 31 August of the following year. The entitlements below are based on a full time equivalent of 1440 hours per year.
- 16.2 A Lecturer, or Senior Lecturer who has undertaken a management function, is entitled to 49 days paid annual leave [pro-rata], such leave to be agreed in advance with your line manager and in accordance with the applicable procedure referred to in Appendix 5.
- 16.3 A Principal Lecturer or Head of Department is entitled to 35 days annual leave.

- 16.4 Lecturing staff are entitled to the following public holidays in addition to annual leave.

1 January; 17 March; Easter Monday and Easter Tuesday; May Day; Spring Bank Holiday; 12 and 13 July; Summer Bank Holiday; Christmas Day, Boxing Day and one other day in the Christmas period.

Where a public holiday falls on a Saturday or Sunday, the designated week day shall apply.

- 16.5 On termination of employment you will receive any untaken annual leave entitlement owed to you as pay included in the final salary payment. If however you have taken more than your entitlement of annual leave you agree that the pay equivalent will be deducted from your final salary payment.

- 16.6 Arrangements relating to annual leave are detailed in Appendix 5.

17. APPRAISAL

- 17.1 You are required to participate in the Appraisal scheme referred to in the Annex.

18. GRIEVANCES

- 18.1 If you have a grievance in connection with your employment which cannot be resolved informally with your Line Manager you may raise a formal grievance under the College's grievance procedure referred to in the Annex.

19. CAPABILITY, SUSPENSION, DISCIPLINE AND DISMISSAL

Capability

- 19.1 Where it has been determined, following application of the Capability Procedure referred to in the Annex that your performance as a lecturer is unsatisfactory, your employment may be terminated.

Discipline and Dismissal

- 19.2 The College's Policy and procedure for dealing with Discipline, and Dismissal is referred to in the Annex.

Suspension

- 19.3 In appropriate circumstances where considered necessary you may be placed on precautionary suspension under either the Capability or the Discipline and Dismissal Procedures. For the avoidance of doubt, this is not a penalty under either Procedure.

20. SICK LEAVE AND PAY

- 20.1 Procedures in respect of sickness absence and entitlements in respect of sick pay are referred to in the relevant policy.

Recovery of Sick Pay

- 20.2 Should you be absent as a result of an accident for which you are entitled to damages the College will make payment in accordance with the sick pay entitlements for which you would be eligible under sickness absence provisions, subject to you undertaking to refund to the College the total amount of such payment or the proportion thereof represented in the damages received. Any period of absence in such a case where a refund of the payment is made in full, shall not be recorded for the purposes of sickness absence. Where, however, the refund of the payment is in part only, the College may at its discretion record the proportion of absence for which sickness payment has been made.

21. MATERNITY/ADOPTION/PATERNITY/PARENTAL & EMERGENCY LEAVE

- 21.1 Procedures for, and entitlement to, occupational, maternity, adoption, paternity, parental and emergency leave are referred to in the Annex.

22. SPECIAL LEAVE OF ABSENCE

- 22.1 Special leave of absence may be available at the discretion of the Director/Chief Executive for compassionate or other urgent reasons in accordance with the policy and procedure referred to in the Annex.

23. COLLECTIVE BARGAINING AND TRADE UNION MEMBERSHIP

- 23.1 You have the right to belong to a Trade Union.
- 23.2 Whether or not you join a Trade Union, your pay and conditions of service are negotiated and agreed with the recognised Trade Unions through the Lecturers' Negotiating Committee or its successor(s).
- 23.3 The College has a College Consultative Forum (CCF) and shall consult with representatives of all the recognised Trade Unions in relation to local matters affecting the College and its staff as outlined in Appendix 4. Determination of salary and Conditions of Service issues relevant to all lecturers in the FE Sector shall be a matter for the LNC or its' successors and shall be incorporated into the Lecturers' Contract.

24. EMPLOYEE OBLIGATIONS

- 24.1 You must at all times carry out your duties and responsibilities in accordance with the College's policies and operational rules on the fair and equal treatment of staff and students of the College, in accordance with equality legislation referred to in the Annex.

24.2 You must at all times carry out your duties and responsibilities in accordance with the College's Health and Safety Policy set out in the Annex and in accordance with your own particular responsibilities for health, safety, and welfare.

24.3 Safeguarding of Young Persons and Vulnerable Adults. The College has a statutory duty of care under the Protection of Children and Vulnerable Adults (NI) Order 2003 (POCVA) to safeguard young people aged 18 years of age and under, for whom it has particular responsibilities and to safeguard vulnerable adults. Staff are required to disclose details of all past convictions, cautions, or bindovers and any relevant disciplinary record (whether spent or otherwise). Failure to disclose the complete record of convictions etc (whether spent or otherwise) will normally lead to dismissal. Staff have an ongoing obligation to inform the College of matters relevant to its POCVA duties and failure to comply with this obligation will normally lead to dismissal.

24.4 ***Personal Conduct***

You will be expected to conduct yourself responsibly and not bring the College into disrepute. In particular you will be expected to have due regard to the College's obligations under POCVA 2003. You are required to teach to the established curriculum so as to meet the requirements of examination and validating bodies in the interests of the students. However, the College affirms that you have freedom within the law to question and test perceived wisdom relating to curriculum matters and to put forward ideas about curriculum matters without placing yourself in jeopardy of losing your job and privileges at the College.

24.5 You are required to maintain up to date knowledge and skills in the latest developments in your subject and related areas. You are required to comply with all College Quality Improvement Processes to meet the quality standards required by external agencies.

25. INVENTIONS, DESIGNS AND COPYRIGHT

25.1 All inventions, designs and written work (including work stored on tape or electronically) which are undertaken during normal working time and/or with the resources owned by the College, belong to the College.

25.2 Before disclosing any such matter to a third party, it should be discussed with the Director/ Chief Executive of the College.

25.3 The copyright in any work, design or invention compiled, edited or otherwise brought into existence by you solely as a result of your own work, conducted outside contractual working hours, and without the use of College facilities, shall belong to you.

26. NOTICE OF TERMINATION OF EMPLOYMENT

- 26.1 The period of notice which you are required to give to terminate your employment is 3 months in writing terminating at the end of a calendar month.
- 26.2 In the event that your employment is to terminate on either 31 August or 30 September, the period of notice which you, or the College, shall give shall be 4 months.
- 26.3 Except as stated at paragraphs 26.4, 26.5, 26.6 below, the College will give you 3 months Notice in writing terminating at the end of a calendar month. The College may make a payment in lieu of notice.
- 26.4 A fixed term contract will expire on the date specified in the contract except where it has terminated earlier in accordance with other provisions in this contract.
- 26.5 During a probationary period, the College may terminate your employment with a minimum of one month's notice or a payment in lieu of notice.

27. FREEDOM OF INFORMATION AND DATA PROTECTION

- 27.1 You agree to the processing of your data by the College in accordance with the principles of the Data Protection Act 1998 for the purposes of calculating remuneration, equality monitoring, monitoring records of attendance, health, criminal records, discipline and grievances necessary for or incidental to the performance of your contract.
- 27.2 In circumstances where the data required is relevant to the Protection of Children, Young People and Vulnerable Adults you agree to personal data being shared with other colleges in the further education sector on prior notice to you and in accordance with the principles of the Data Protection Act 1998.
- 27.3 You accept that the College may be required, in responding to requests under the Freedom of Information Act 2000, to provide information concerning lecturers. The College will notify you of any such request before responding to such request which might involve disclosure of personal data save where related to a criminal or other regulatory investigation. Further the College will act in accordance with the principles of the Data Protection Act 1998.

28. VARIATION OF CONTRACT

- 28.1 The terms as set out above are applicable at the date of issue.
- 28.2 The documents in the Annex are updated from time to time by the LNC to take account of changes in the law and these changes will be incorporated in the documents to which you have access.

29. APPLICABLE LAW

- 29.1 The laws governing this contract are those applicable to Northern Ireland.

I hereby accept and acknowledge receipt of the terms of the contract

Name of Lecturer (please print) _____

Signed by Lecturer _____

Date _____

CONTRACT FOR LECTURERS

THE DUTIES OF A LECTURER

1 THE LECTURER'S WORKING YEAR

The lecturer's working year shall comprise a full-time equivalent of 1440 hours of which up to 828 hours shall be student contact time and the remainder shall be for associated duties.

The proportion of time you should devote to any of these activities is a matter for professional judgement, which is necessarily made on an individual basis bearing in mind the needs of the College and the lecturer. Your specific student contact duties and the time to be devoted to associated duties are a matter for discussion between you and the relevant line manager.

2 DEFINITIONS OF LECTURER'S DUTIES

The lecturer's duties shall consist of student contact hours and associated duties.

The following student contact duties may take place on the College's premises, employers' premises or in such other places as directed by the College.

Student Contact Time

- (i) The following duties are regarded as Student Contact Time:-
- Formal class contact with students in classroom, workshops, laboratories, and studios.
 - Tutorials involving individual students or groups of students.
 - Pedagogic supervision or support to students in classrooms, workshops and learning resource or other such centres, including employers' premises.
 - Face to face assessment of students including the assessment of prior learning and assistance in the development of portfolios.
 - On-programme and post-entry interviews for the purpose of academic counselling.
 - Tutoring on staff development programmes.

- Invigilation and supervision of examinations and tests.
- Pre-entry interviews.
- Welfare counselling.

Associated Duties

The associated duties shall be distributed to cover, for example:

- preparation and marking;
- all quality requirements of the Awarding Bodies, DEL, and QAA;
- course co-ordination;
- course team meetings;
- administration;
- continuous professional development;
- marketing;
- employer and school visits;
- travel.

3 PROCEDURE FOR DETERMINING THE LECTURER'S PROGRAMME AND DUTIES

3.1 In establishing the student contact duties of a lecturer, the following shall be taken into account:

- (i) there shall normally be a minimum break of one hour between sessions, although this may be reduced to not less than 40 minutes to meet local conditions;
- (ii) there shall be no requirement to attend more than two evening sessions per week unless by agreement;
- (iii) every effort will be made to timetable your workload into ten weekly sessions which may be varied by agreement between you and your line manager. Where there are exceptional needs arising within the College staff may be requested to work across eleven sessions following consultation with local trade union branches;
- (iv) the duty of care owed to all staff, under Health and Safety obligations to avoid an excessive workload and no detriment to professional performance.

- 3.2** (i) A provisional programme of duties shall be provided to the lecturer. This will normally be in June of the previous academic year.
- (ii) Following the action in 3.2(i) there will be a meeting with the line manager to agree the programme of duties which will be such as to enable you to be effective in the overall discharge of your professional duties.
- (iii) In the event of you and your line manager being unable to agree to a programme of duties, the matter may be referred by either party to an Arbitration Panel to decide the issue. The Panel shall consist of two members of management and two members of the lecturing staff of the College who have consented to be nominated by you.
- (iv) The Panel will meet with both parties together and receive submissions. You may be accompanied by a colleague who is a lecturer in the College or a trade union representative.
- (v) The decision of the panel is final.
- (vi) Should the panel be unable to reach a decision the Chairperson of the Governing Body shall nominate a member of the Governing Body who shall meet with the panel and review the work of the panel.
- (vii) The decision of the individual, so nominated, shall be final.
- (viii) The College reserves the right to make adjustments to the programme of duties to meet the requirements of the College and its students within the first six weeks of the first semester and may review the programme prior to the second semester. Outside of these two occasions programme changes will be by mutual agreement subject to Paragraphs 19.1 and 19.2.

4 *Principal Lecturer and Head of Department*

Heads of Department and Principal Lecturers will have a range of management duties in relation to their area of responsibility and this may include some student contact.

CONTRACT FOR LECTURERS

ARRANGEMENTS FOR TRAVEL TIME

- 1** Travel undertaken in the course of your programme shall be within your contractual hours for that week. Allowance for such travel shall be made in determining your programme.
- 2** Travel time shall be granted:
 - (i) where you, on completion of a period of student contact time in your main duty centre have to travel during the course of the working day to commence a period of student contact time in another centre¹;
 - (ii) where you have to travel in excess of the distance between your home and your main duty centre so as to commence or finish a working day with student contact time in a centre other than your main duty centre.
- 3** The travel time shall be calculated for each journey at the rate of 2 minutes per mile, subject to a minimum of 20 minutes.

NOTE: ¹ “Centre” means any premises approved by the College for the purposes of undertaking student contact time.

CONTRACT FOR LECTURERS

REDUCTIONS IN STUDENT CONTACT TIME

- 1** The specific student contact duties and the time to be devoted to other duties are a matter for discussion between you and the relevant line manager and will be such as to enable you to be effective in the overall discharge of your professional duties.

- 2** A reduction in student contact time shall be given to you for duties or responsibilities or privileges which are the subject of agreement or legislative provision. These include:
 - (a) Trade union activities in accordance with the sector-wide Facilities Agreement.

 - (b) Induction, on the basis of the maximum student contact time appropriate to the lecturer's grade being reduced by 108 hours for the first year in employment in the case of an untrained lecturer to facilitate College or formal induction.

 - (c) Required attendance at an approved training course in accordance with paragraph 10.1 of this contract. Suitable reduced student contact time shall be allocated, the maximum being the full student contact time which, from the lecturer's timetable, would have been carried out if the lecturer was not absent, or one-half of the actual duration of the course, whichever is the greater.

 - (d) Duties in connection with the Health and Safety at Work (Northern Ireland) Order 1978.

CONTRACT FOR LECTURERS

CONSULTATION WITH TRADE UNIONS

- 1** A recognised trade union for academic staff in further education is a teachers' organisation which is represented on the Staff Side of the Lecturers' Negotiating Committee for Northern Ireland or its successor(s).
- 2** Facilities for representatives of the recognised lecturers' unions shall be in accordance with those agreed at the Lecturers' Negotiating Committee or its successor(s).
- 3** Representatives of the recognised lecturers' unions shall have access to information about timetables in the College.
- 4** Arrangements for consultation and negotiation in relation to industrial relations matters shall exist within the College.
- 5** The annual workload for individual lecturers shall be consulted on annually at College level with the recognised lecturers' unions.
- 6** The College shall consult representatives of the recognised lecturers' unions prior to the establishment of the College's calendar for the ensuing academic year regarding:
 - (a) those days when the College will be closed for the provision of student contact time or for other purposes;
 - (b) where it is proposed that a period of continuous student contact time should be longer than 14 weeks; and
 - (c) the College's opening and closing times and the length of morning, afternoon and evening sessions;
 - (d) the number of responsibility allowances to be applied by the College. Such allowances will be flexible or permanent or a combination of both. Permanent allowances will be pensionable and consolidated into salary whilst flexible allowances will be non-consolidated. Colleges in the F4-G1 band will have 80-120 permanent allowances. Colleges falling into the G2 band will have a wider number of permanent allowances. The number and nature of allowances will be a subject of discussion between management and the recognised lecturers' unions.

CONTRACT FOR LECTURERS

ARRANGEMENTS FOR ANNUAL LEAVE

- 1** You shall provide your request for leave by the end of September each year in order to assist the drawing up of leave schedules by the end of October. All leave schedules are subject to approval by the Head of Department or equivalent or other more senior line manager as appropriate. Special regard shall be paid if you have a child at school or if you wish to attend an educational course or conference held during a period designated by the College as a holiday period.
- 2** You may be required to take annual leave during any periods of closure of the College which are additional to public holidays.
- 3** Annual leave during the course of your programme of student contact time will only be approved in exceptional circumstances.
- 4** Variations from the approved leave schedule shall only subsequently be made by joint agreement between you and your Head of Department or equivalent or other more senior line manager as appropriate.
- 5** In any event, and subject to (6) and (7) below, you will be entitled to a minimum of 25 days of your leave allocation in a continuous block in the period between the beginning of June and the end of August. The timing of such leave would be subject to planning and approval as described in (1) above.
- 6** If you are paid on the Management Spine, your minimum entitlement under this paragraph will be 20 days.
- 7** In the leave year in which your employment commences or terminates, your leave entitlement will accrue on a pro-rata basis for each complete calendar month of service. If, on the termination of your employment, you have exceeded your accrued leave entitlement, the College will be entitled to arrange for the deduction of the excess from any sums due to you, including payments of salary. If, on the other hand, you have any unused leave entitlement, the College may require you to take it during your notice period or, exceptionally, may arrange for you to be paid the appropriate sum in lieu.
- 8** You cannot take leave entitlement (or any part thereof) for one leave year in a subsequent leave year without the prior approval of the Director/Principal and subject to a maximum of 10 days. If you fail to take your leave entitlement in the appropriate leave year you will forfeit any accrued leave not taken without any right to payment in lieu.