

Wales Negotiating Committee Further Education

Joint Agreement on Starting Salaries for Lecturers and Business Support Staff

Version: FINAL

Date of Review: July 2019

Creation Date: 18 July 2016

1. Context

- 1.1 Colleges recognise the need to award appropriate starting salary scale points for newly appointed or promoted staff which recognises experience and qualifications.

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 for the implementation of starting salaries for staff employed in Further Education Colleges. In determining local policy, normal consultation arrangements should apply with recognised trade unions in accordance with the terms set out in this collective agreement.
- 2.3. This document 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 lecturers and business support staff including hourly paid staff.
- 3.2. This agreement aims to provide the consistent application of starting salary formulae within the FE Sector in Wales.

4. Starting Salary Matrix

- 4.1 The following sections set out the agreed criteria to be applied by FE Colleges in Wales in determining starting salaries for lecturers and business support staff.

4.2 Qualified Lecturers

The point will be dependent on whether the member of staff has the appropriate teaching qualifications.

- 4.2a New recruit, newly qualified – Point MG1
- 4.2b Current Lecturer employed at another College or School the salary would be matched. In respect of those staff coming from a School the salary matched would be the salary excluding any additional points.

- 4.2c Coming into teaching direct from industry to a first teaching job, 1 increment for every three years relevant industrial experience (as determined by the Academic Manager), subject to a maximum of commencement on salary point MG4.
- 4.2d Coming into teaching following a break in teaching, the college will match the point the lecturer was previously on, providing the lecturer can provide written evidence of the point achieved.
- 4.2e A part time lecturer who has been employed by the college for a number of years would start on the salary point achieved.
- 4.2f In all other situations the salary would be matched up to a maximum of UP1. For staff who state that they have achieved Teaching of Excellence then the necessary proof must be provided. In the absence of satisfactory evidence they will be placed on a maximum of UP1.

4.3 Unqualified Lecturers

- 4.3a New recruit, with no relevant industrial experience would be placed on Associate Lecturer Scale point 1.
- 4.3b Unqualified lecturers would not normally be appointed on the qualified lecturer scale. However, if a post is hard to fill and a College can evidence market forces an unqualified lecturer can be appointed in line with point c of the qualified criteria (industrial experience will be calculated from Associate Lecturer Scale point 1). In circumstances other than this, an unqualified lecturer will be placed on a maximum of ALS4.
- 4.3c Staff already employed in the College who transfer to another role i.e. Technician to Lecturer the salary would be matched to the nearest point (subject to the industrial experience being relevant). This will be fixed until such as time as the PGCE is achieved.

4.4 Instructors

- 4.4a Coming into the College with appropriate industrial experience (as determined by the Line Manager), 1 increment for every three complete years' directly relevant industrial experience. This will be confined to the points of the grade.
- 4.4b Coming in from another College or school to exactly the same role on the same grade, the college will match the point the employee was previously on, providing the employee can provide written evidence of the point achieved.
- 4.4c If the new employee does not fit any of the above criteria they would be placed on the first point of the advertised grade.

5. Market Forces

If Market Forces prevail a decision to deviate from the policy may be made by the Senior Management team. Reasons for this decision will be provided to the candidate.

6. Monitoring and review

This agreement will be monitored and reviewed every three years by the Wales Negotiating Committee Further Education. Next review date May 2019.

Wales Negotiating Committee Further Education

**Joint Agreement on Starting Salaries for
Lecturers and Business Support Staff**

SIGNATURES OF THE PARTIES TO THIS AGREEMENT

- (a) ColegauCymru
- (b) AMiE
- (c) ATL
- (d) GMB
- (e) NASUWT
- (f) UCU
- (g) Ucac
- (h) UNISON
- (i) 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 on starting salaries for Lecturers and Business Support Staff

2. Scope

This Joint Agreement applies to all lecturing and Business Support Staff recruited 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 consistent application of a starting salary formulae.

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 there is currently an inconsistent approach across the sector. It did however identify good practice.

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 that their starting salary policy is brought to the attention of their HR teams, Managers and that staff appointed using the formula will be notified on how the decision has been reached.

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

The agreement sets out the commitment of Colleges to ensure a fair and consistent approach regarding salary on appointment which is consistent for all staff and all protected characteristics.

8. Is there an action plan in place? YES

Equality Impact Assessment

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 pay, as follows:</p> <ul style="list-style-type: none"> • Equal Pay Act 1970 • Equality Act 2010 <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 there is currently an inconsistent approach across the sector. It did however identify good practice. The agreement sets out the commitment of Colleges to ensure a fair and consistent approach regarding salary on appointment which is consistent for all staff and all protected characteristics.</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>

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

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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 clear starting salary criteria for Colleges when appointing to Lecturer and Business Support posts. This applies to all staff regardless of age .	No negative impact identified	This agreement sets out clear criteria on starting salary which should be brought to the attention of HR teams. In addition all staff appointed using the criteria should be informed on how their salary has been reached.
Disability <i>Identify the impact/potential impact on disabled people (ensure consideration of a range of impairments, e.g. physical, sensory impairments, learning disabilities, long-term illness).</i>	Y	N	N	The agreement sets out clear starting salary criteria for Colleges when appointing to Lecturer and Business Support posts. This applies to all staff who have a disability, or by associated or perceived disability	No negative impact identified	This agreement sets out clear criteria on starting salary which should be brought to the attention of HR teams. In addition all staff appointed using the criteria should be informed on how their salary has been reached. It also confirms that a person returning to work following a period of sickness due to a disability is not discriminated against in relation to their starting salary.

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

<p>Gender Reassignment (GR) <i>Identify the impact/potential impact of the service on transgender people.</i></p>	Y	N	N	The agreement sets out clear starting salary criteria for Colleges when appointing to Lecturer and Business Support posts. This applies to all staff who are contemplating, undergoing or have undergone gender reassignment	No negative impact identified	This agreement sets out clear criteria on starting salary which should be brought to the attention of HR teams. In addition all staff appointed using the criteria should be informed on how their salary has been reached.
<p>Marriage and civil partnership (M&CP) <i>Identify the impact on married people or people in civil partnerships</i></p>	Y	N	N	The agreement sets out clear starting salary criteria for Colleges when appointing to Lecturer and Business Support posts. This applies to all staff including those who are married or in a civil partnership	No negative impact identified	This agreement sets out clear criteria on starting salary which should be brought to the attention of HR teams. In addition all staff appointed using the criteria should be informed on how their salary has been reached.
<p>Pregnancy and maternity (P&M) <i>Identify the impact/potential impact of the service on pregnant people or women on maternity leave.</i></p>	Y	N	N	The agreement sets out clear starting salary criteria for Colleges when appointing to Lecturer and Business Support posts. This applies to all staff including those who are pregnant or on maternity leave.	No negative impact identified	This agreement sets out clear criteria on starting salary which should be brought to the attention of HR teams. In addition all staff appointed using the criteria should be informed on how their salary has been reached. It also confirms that a person returning to work following a period of maternity leave or due to childcare responsibilities is not discriminated against in relation to their starting salary.

<p>Race <i>Identify the impact/potential impact of the service on Black and minority ethnic (BME) people.</i></p>	Y	N	N	The agreement sets out clear starting salary criteria for Colleges when appointing to Lecturer and Business Support posts. This applies to all potential staff regardless of race	No negative impact identified	This agreement sets out clear criteria on starting salary which should be brought to the attention of HR teams. In addition all staff appointed using the criteria should be informed on how their salary has been reached.
<p>Religion / Belief <i>Identify the impact/potential impact of the service on people of different religious and faith groups.</i></p>	Y	N	N	The agreement sets out clear starting salary criteria for Colleges when appointing to Lecturer and Business Support posts. This applies to all potential staff regardless of their religion, belief or non-belief	No negative impact identified	This agreement sets out clear criteria on starting salary which should be brought to the attention of HR teams. In addition all staff appointed using the criteria should be informed on how their salary has been reached.
<p>Sex <i>Identify the impact on Men, women, boys ,girls</i></p>	Y	N	N	The agreement sets out clear starting salary criteria for Colleges when appointing to Lecturer and Business Support posts. This applies to all potential staff regardless of male or female	No negative impact identified	This agreement sets out clear criteria on starting salary which should be brought to the attention of HR teams. In addition all staff appointed using the criteria should be informed on how their salary has been reached.

Sexual Orientation (SO) <i>Identify the impact on gay, lesbian and bisexual people</i>	Y	N	N	The agreement sets out clear starting salary criteria for Colleges when appointing to Lecturer and Business Support posts. This applies to all potential staff regardless of their sexual orientation	No negative impact identified	This agreement sets out clear criteria on starting salary which should be brought to the attention of HR teams. In addition all staff appointed using the criteria should be informed on how their salary has been reached.
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 under their Welsh Language Scheme concerning any policy development	No negative impact identified	This agreement sets out clear criteria on starting salary which should be brought to the attention of HR teams. In addition all staff appointed using the criteria should be informed on how their salary has been reached.

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.	No
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<p>You will need to think about:</p> <ul style="list-style-type: none"> • tendering and specifications • awards process • contract clauses • performance measures, and monitoring and performance measures. 	
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5. Monitoring, Evaluating and Reviewing

<p>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 agreement (e.g. survey, specific monitoring process etc).</p>	<p>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.</p>
<p>Give details of how the results of the impact assessment will be published, including consultation results and monitoring information if applicable.</p>	<p>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.</p>

6. Action Plan

The below provides an opportunity to state how any negative impact will be mitigated. It also allows us to list how we 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
Publish summary of EIA ²	CEO - ColegauCymru	31 October 2016	
Welsh translation of the agreement	CEO - ColegauCymru	31 October 2016	
Made arrangements for the agreement to be provided, on request, in different formats including, large Braille, cassette tape, disk, CD Rom.	CEO - ColegauCymru	31 October 2016	

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