In July 2015, the government announced a new review of further education provision in England. The document, Reviewing Post 16 Education and Training Institutions, represents the start of a process of area reviews which are likely to mean the biggest change within the sector since colleges were removed from local government control and incorporated in the early 1990s.

While each area review will be different to take account of local circumstances the government has a clear vision of what the process will mean for further education sector. ‘Fewer, larger and more financially resilient institutions which are viable, sustainable and efficient and deliver maximum value for public investment.’

Within London we are already seeing the impact of the review. A number of colleges have already announced merger plans ahead of the area review known outcomes and are creating what they believe will meet the government agenda of viable, sustainable and efficient colleges.

It’s UCU London Regional Committee’s view that without pre-empting the outcome of the review, most of London colleges/FE providers will form some type of merger/federation with another FE provider. While the committee opposes the area review and its aims and objectives, it also believes that UCU should put forward a bargaining agenda on behalf of UCU members that improves terms and conditions, offers job security to hourly-paid staff and addresses the soaring cost of living costs in London.

The regional office was requested to draw up a contract (attached) that meets the well-documented aspirations of UCU members to reduce workloads, have fair and equitably annual leave arrangements to allow for rest and recuperation, and take out market competition with colleges poaching staff from other colleges leavings skills gaps in other colleges.

I would ask you read the details of the contract carefully as many of the clauses will be within your existing contracts. UCU, however, are seeking improvements in teaching contact hours, an increase in annual leave entitlement for those colleges that currently provide for less than 60 days and improved access to attaining qualifications.

The contract is ambitious and it will be argued as unrealistic by the employer. However UCU believes a uniformed contract across London will avoid a race to the bottom post the area review.

Una O’Brien
UCU Regional Official
Following the announcement of the mergers of a number of further education (FE) colleges and the ongoing area review within the London Region, UCU believes that this gives institutions the opportunity to address the freeze on cost-of-living award but also an opportunity to modernise its pay conditions and address job security.

It is UCU’s view that if the area review is to produce an FE sector that is financially viable, resilient and efficient it must invest in its staff to ensure the best outcomes for all students.

The claim has two parts:

PART 1
The claim mirrors exactly the claim submitted to the Association of Colleges (AOC) by the trade union side of the National Joint Forum (NJF). This is submitted in the full knowledge that outcomes of the NJF discussions are regarded by the AOC as recommendations to the local college management and the implementation is often subject to further local negotiations.

The full national claim is attached but calls for:

- an increase of £1 extra per hour for all staff
- all colleges to ensure fair pay for women by conducting equal pay audits or reviewing any existing audits, identifying any gender pay gap; and constructing an action plan with trade unions locally to eliminate any such gaps
- hourly-paid, temporary, fixed-term or casual staff working in a college for more than two years to be offered a permanent post on a pro-rata basis that is commensurate with the hours they actually work
- the starting rates to be no lower the then Living Wage Foundation rates of £8.25 outside of London and £9.40 in London with annual uprating.

PART 2
Following discussion by the London Region Committee (FE) a regional part 2 claim has been developed.

- adoption of a London Region contract of employment. A copy of a proposed London contract is in the attached documents
● the uplifting of London weighting element of pay. Evidence document for claim attached

● all colleges to ensure fair pay for women by conducting equal pay audits or reviewing any existing audits, identifying any gender pay gap; and constructing an action plan with trade unions locally to eliminate any such gaps

● hourly-paid, temporary, fixed-term or casual staff working in a college for more than two years to be offered a permanent post on a pro-rata basis that is commensurate with the hours they actually work.

NEXT STEPS
It is hoped that every branch in the region will adopt this bargaining agenda and a campaign for its adoption will be launched in the autumn term. Therefore you will need to discuss it as a branch before the summer break or early autumn for adoption and advise the regional office of your agreement to the campaign.

It is UCU’s intention to submit the part 2 claim to the AOC to seek regional negotiations and if that is unsuccessful then it will be submitted to individual institutions. However it will remain a regional claim.

For too long the employers have had it all their way, hiding behind the cuts to force through change and job losses. We should not allow the area reviews to become another excuse for a race to the bottom by the employer.

We need to be bold in our demands to secure members jobs, terms and conditions and ensure students receive the best education delivered by professional educators who have a professional contract and pay.

Una O’Brien
UCU Regional Official
BETTER PAY AND BETTER JOBS = BETTER COLLEGES

At the time of submission of the joint trade unions’ further education England pay and conditions claim for 2015/16 the sector was widely understood to be facing a threat from further proposed government funding cuts. The joint trade unions are proud of the role that they and their members have played in the campaign to defend further and adult education funding and wish to acknowledge the unprecedented level of cooperation that existed between sector bodies, including the Association of Colleges, in mounting that campaign. By working together we are all pleased to see that the campaign succeeded in raising the profile and importance of further education in England and secured a better than anticipated outcome in the government’s comprehensive spending review.

The government’s spending review commitment to make no reductions (in cash terms) to adult further education skills funding over the next four years, combined with the commitment to grow apprenticeship funding, create an environment of funding stability and opportunities for the sector that has not existed for a number of years. The funding outlook for colleges in England has certainly improved when compared to that which was anticipated at the time of the 2015/16 National Joint Forum talks.

In the 2014-15 claim the joint trade unions said:

‘The trade unions believe that for national pay negotiations to have any credibility in the eyes of their members the recommendations must be implemented locally and demonstrate a genuine and meaningful choice to address the real cost of living crises experienced by the further education workforce over the last four years.’
The Association of College’s pay freeze recommendation for 2015/16 was rejected by all of the joint trade unions and took the National Joint Forum into unchartered territory. Asking the trade unions to agree a pay freeze for the sector was a mistake and a number of colleges ignored this recommendation. Two years ago, the joint trade union side made clear that the credibility of the National Joint Forum talks were on the line. Last year’s deliberate choice, by the Association of Colleges, to recommend a pay freeze has damaged the credibility of national structures to near breaking point. If colleges sincerely desire and respect pay talks at a national level, then an explicit and binding commitment to better paid jobs with better terms and conditions is required.

The joint trade unions and college leaders would likely agree that the public policy environment in which the sector finds itself is rarely one that it would have chosen for itself. The government’s current process of conducting local area reviews of post-16 education is yet another example of policy imposition on the sector. The extent of change that local area reviews will bring to further education in England has been described as the most significant since the incorporation of colleges almost a quarter of a century ago. The joint trade unions do not support cost cutting rationalisation and shrinking provision as part of the area review process. Welcomed by some parts of the sector or not, the local area review processes create a moment of re-design for post-16 adult and further education provision in England.

At a time when the government has asked the sector to redesign itself, an opportunity exists and must be taken, to ‘design-in’ better paid jobs with terms and conditions that recognise the professionalism of college staff. Conscious and deliberate steps must be taken to make further education once again a destination of choice for employment in post-16 education. A failure to do so is to ignore the most important determinant to college success or failure; the ability to recruit and retain staff that deliver the quality that the sector’s reputation relies on.

As this claim is submitted, college staff in England are approaching a loss in real pay of 20% (18.3% March 2016) since 2009. The attractiveness of employment in colleges has reached a tipping point not previously seen. In its most recently released research, the Association of Colleges show that staff recruitment and retention data have taken a sudden turn for the worse. Teachers leaving colleges for the reason of getting better pay in schools has risen by over 10% to a level unprecedented in recent years of 25.8%, while 27% of support staff are leaving due to the level of pay compared to the private sector. Teaching staff leaving colleges now also attribute workload and stress as the reason at unprecedented levels, 36% and 32.6% respectively, and both are significantly bigger increases over any previous year than observed before by 13% and 12% respectively. Working in further education is no longer an attractive career for support staff, which is demonstrated by the figure of 51% leaving to change their career.

The government’s Annual Survey of Hours and Earnings shows that the gender pay gap for teachers in further education generally has been widening since 2012 and currently the gap in full-time mean average pay between males and females teaching in further education is 8.5%. From the data we have collected we can see that in colleges where there is a gender pay gap, women are paid an average of £1,004 less than their male colleagues. We are concerned that despite there being a national joint agreement on equal pay, the gender pay gap in further education appears to be worsening.

In its annual report for 2014/15, Ofsted identified, for the first time, that a reason for colleges experiencing challenges in achieving good or outstanding teaching and learning grades was
‘capacity’. UCU has been in discussion with Ofsted about the barrier to teaching and learning quality that instability in staffing caused by precarious employment arrangements creates in many colleges. Ofsted have stated that where they observe this it will be included in their inspection reports.

After previous positive joint working on the Living Wage, it was extremely disappointing that the Association of Colleges did not include a recommendation to pay the living wage in 2015/16. We know from the information that colleges are starting to provide to us that while some colleges do pay the living wage, many continue to pay less than the Living Wage Foundation rates. We are also seeking a commitment to colleges achieving accredited status which includes a commitment to indirectly employed staff, something that will be increasingly important if there is greater outsourcing in the sector.

The Living Wage has become a standard benchmark for the minimum needed for low-paid staff to have a ‘basic but acceptable’ standard of living.

Colleges now compete in a labour market where the Living Wage Foundation rate of £8.25 an hour outside London and £9.40 an hour in London has become an increasingly common minimum point in the pay scale.

Studies supported by Barclays Bank have shown that living wage employers report an increase in productivity, a reduction in staff turnover/absenteeism rates and improvements in their public reputation. Consequently, there are now approaching 2,000 employers accredited as living wage employers by the Living Wage Foundation, including some of the largest private companies in the UK, such as Barclays, HSBC, IKEA and Lidl. Across the public sector, the Scotland Government has established the living wage within all its public sector organisations. Minimum rates in the Wales NHS, many England further education colleges and higher education have been raised to the living wage in the most recent pay settlements. Support staff in more than 12,000 schools across the UK are also set to be paid the living wage as a result of recent agreements.

Furthermore, even where national agreements have not achieved a living wage settlement, a major proportion of individual councils, NHS trusts, schools and academies have taken up the living wage on their own initiative. A UNISON Freedom of Information survey covering local government, the NHS, universities, further education colleges and police authorities that drew over 900 responses found that 51% of employers across these sectors already pay at least the living wage to their lowest paid staff.

The government has announced that it will introduce a legally enforceable ‘national living wage’ of £7.20 an hour for employees aged 25 and above from April 2016. However, in reality this rate is just a rebranded version of the national minimum wage which is calculated without reference to the cost of living. The living wage announced annually by the Living Wage Foundation remains the most accurate indicator of the wage needed to achieve a basic but acceptable standard of living.

A recent survey of UNISON members revealed that many are feeling the squeeze on household incomes. Nearly 80% of respondents reported that their income had either remained the same or declined, while 77% of respondents saw their household expenditure increase. 60% of respondents said concerns about their financial situation has increased. Members reported various strategies to cope that included reduced spending, increased debt, second jobs and examples of members using food banks. Despite the vast majority of staff not
INFLATION FORECASTS
HM Treasury’s Forecasts for the UK Economy: a comparison of independent forecasts complies RPI forecasts for the next two years from a range of 41 forecasters including 23 City forecasters, 17 independent non-City forecasters and the Office of Budget Responsibility. The latest forecasts, published in April 2016, show that:

- In 2015 RPI was constrained due to falling commodity prices, mainly oil, but also falling food prices. This had a significant impact on utility prices which kept RPI growth to 1.2% in 2015.

- RPI will continue to rise steadily rise throughout 2016-17 and into 2017-18, the median forecast for Q4 2016 is 2.0% and some forecasters predict that RPI will rise to 2.8% by the end of 2016.

- All of the Treasury’s forecasters expect significantly higher RPI inflation in 2017. The mean RPI forecasted for 2017 is 3.0% and some forecasters predict it will rise to 3.6% by the end of the year.

CLAIM ELEMENTS
Together, as a sector we have succeeded in showing the government and the country that further education in England is both worth funding and necessary to the country’s social and
economic wellbeing. For this success to be locked in, we must work together to make colleges a destination for employment. With this in mind the joint trade unions pay and conditions claim for 2016/17 is:

- an increase of £1 extra per hour for all staff

- all colleges to ensure fair pay for women by conducting equal pay audits or reviewing any existing audits; identifying any gender pay gap; and constructing an action plan with the trade unions locally to eliminate any such gaps

- hourly-paid, temporary, fixed-term or casual staff working in a college for more than two years to be offered a permanent post on a pro-rata basis that is commensurate with the hours they actually work

- the starting rates to be no lower than the Living Wage Foundation rates of £8.25 outside of London and £9.40 in London with annual up rating. Colleges to work to become Living Wage Foundation accredited.
CONTRACT: LECTURER, SALARIED, FULL-TIME (PERMANENT)

THE EMPLOYER: [Name and address of Corporation[^1]] (‘the Corporation’)

THE EMPLOYEE: [Name and address of Employee]

DATE OF ISSUE:

1. Date of commencement
   1.1 Your permanent employment commenced/shall commence on [•].
   1.2 Your period of continuous employment [will begin/began] on [•].
   1.3 If you are made redundant your period of service with certain other employers will be counted as part of your service with the Corporation for the purpose of determining your redundancy payment. This is in accordance with the Redundancy Payments (Continuity of Employment in Local Government, etc) (Modification) Order 1999 as amended from time to time.
   1.4 Your appointment is made in accordance with the Corporation’s recruitment and selection procedures and may be subject to the receipt of a satisfactory enhanced DBS disclosure and two satisfactory professional references.

2. Duration
   The Employment shall continue until terminated in accordance with the provisions contained herein.

3. Probationary period
   The first six months of your employment will be a probationary period, during which your suitability for the position to which you have been appointed will be assessed. The Corporation reserves the right to extend your probationary period if, in its opinion, circumstances so require. During your probationary period, or at the end of it, your employment may be terminated either by you or by the Corporation on giving one month’s written notice. You will be deemed to have passed your probationary period unless you are notified otherwise in writing.

[^1]: Not all colleges have Corporations. In this document the term ‘Corporation’ includes governing bodies or other supervisory boards.
4. Duties

4.1 You will be employed as [job title] and your duties are those as specified within your Job Description.

4.2 You may be required in pursuance of your duties to perform services not only for the Corporation but also for any Subsidiary which the Corporation has or may acquire in the future.

4.3 You are expected to work flexibly and efficiently, to maintain the highest professional standards and to promote and implement the policies of the Corporation consistent with the role.

4.4 You will be expected to comply with any policies and procedures commensurate with your role which the Corporation may from time to time issue to ensure the efficient operation of its business and the welfare and interests of its students and employees.

5. Remuneration

5.1 Starting Salary

Your salary will be [£•] per annum. Your salary is payable monthly in arrears by direct credit transfer.

5.2 Salaries will be determined in accordance with the salary scales in use in the college. Your salary progression will be determined in accordance with the incremental arrangements in use in the college.

6. Place of Work

6.1 Your principal place of work will be the Corporation’s premises at [INSERT •]. However, you may be required to work with reasonable notice on either a temporary or an indefinite basis at any of the premises which the Corporation currently has or may have subsequently acquire or at any premises at which it may from time to time provide services.

6.2 In the event that there is an organisational need to change your primary place of work on an indefinite basis, this will be subject to consultation and agreement with you.

7. Mobility

7.1 There may also be a business need to travel and work on a temporary basis at any premises which the Corporation currently has or may subsequently acquire or at any premises at which it may from time to time provide services. This would be subject to discussion and agreement giving due regard to the following considerations:

- The location and arrangements for travel and subsistence
- The length of the working day with increased travel time
- The hours of work
- The timescale and duration of the proposed arrangements
- The employee’s personal and family circumstances.

7.2 From time to time you may be required to travel and work on a temporary basis at locations outside the UK and for a period of no more than four weeks subject to the arrangements set out in Clause 7.1.
8. Appraisal and Continuing Professional Development

8.1 You are required to participate in the staff appraisal scheme including performance management and review, approved by the Corporation;

8.2 Full details of the Corporation’s policy in relation to Continuing Professional Development can be found at [INSERT link].

9. Requirement for Teaching Qualification

9.1 The Corporation will review with you, either prior to commencement of employment or shortly thereafter, the qualifications required for the post that you are to fill and will provide such assistance as it deems reasonable to enable you, if required, to secure requisite qualifications. In the event that you fail to secure the requisite qualifications within the period specified, the Corporation may have no alternative but to terminate your employment.

9.2 Full training with five hours remission a week to be given to all employee (HPL subject to contracted hours and Salaried) to gain a level 4 teaching qualification.

9.3 Paid peer observation, mentoring and professional training will be provided by the corporation.

10. Working Hours

10.1 You will be expected to work such hours as are reasonably necessary for the proper performance of your duties and responsibilities, with a normal working week of 35 hours. The normal working week is Monday to Friday and in some cases Saturday, by agreement. You will be required to teach 720 in an academic year based on 36 teaching weeks. Where courses do not run over the normal academic week you may be asked to work up to a maximum of 21 hours per week but cannot not exceed the annual hours of 720.

720 hours may be assigned to the following duties: teaching, including teaching in workshops and resource based learning centers; whole group tutorials; induction within course hours; scheduled diagnostic assessment testing and advice on or off site; additional learning support; and invigilation.

10.2 Your schedule of teaching may include up to two evenings per week and no more than five days per week.

10.3 You may sometimes be requested to work on a Bank or Public Holiday, in which case you will be given time off in lieu, should you agree to this, or payment in accordance with the Corporation’s policy.

10.4 You will be entitled to work up to 5 hours per teaching week away from the Corporation’s premises. The timing of these hours will be subject to agreement by your line manager.

10.5 If you teach beyond 6.00 pm, you will be allowed time off in lieu during the day time within the same week, although this time off in lieu may be taken at some other time by agreement between you and your line manager.

11. Holidays

11.1 You are entitled to 52 days paid annual leave in each holiday year (being the period from 1st September to 31st August), and 8 Bank/Public Holidays.
11.2 The Corporation reserves the right to schedule a number of closure days in the Annual Calendar, in the interest of efficiency. Where the total number of such days do not exceed five per annum, you will not be required to use your annual leave entitlement. Where the Corporation schedules more than five such days per annum, days in excess of five must be taken as part of your annual leave.

11.3 The timing of all holidays is subject to the agreement of your line manager. You are required to submit an outline schedule of any significant holidays, where possible before 31 December in any holiday year.

11.4 You are entitled to five consecutive weeks summer leave entitlement

11.5 You will entitled to a paid sabbatical of a maximum of one academic year every seven years.

11.6 If, on the termination of your employment, you have exceeded your accrued holiday entitlement including Bank and Public holidays up to the date of termination, the Corporation will be entitled to deduct the excess from your final salary payment. If you have any unused holiday entitlement, the Corporation will require you to take it during your notice period unless it agrees to pay you the appropriate sum in lieu.

11.7 If the Corporation terminates your employment, by reason of gross misconduct in accordance with Clause 35.3, any payment due for outstanding annual leave shall be limited to your statutory entitlement under the Working Time Regulations 1998. Any paid holidays (including Bank and Public holidays) taken shall be deemed first to have been taken in satisfaction of that statutory entitlement.

11.8 If either party has served notice to terminate the appointment, the Corporation may require you to take any outstanding holiday entitlement during the notice period. Any outstanding holiday entitlement shall be deemed to be taken during any period of garden leave under Clause 35.4.

11.9 Holiday entitlement for one holiday year cannot be taken in subsequent holiday years unless otherwise agreed by the Principal. In some exceptional cases up to five days may be rolled forward, but only with the agreement of the Principal. Failure to take holiday entitlement in the appropriate holiday year will lead to forfeiture of any accrued holiday without any right to payment in lieu thereof.

11.10 If you are not able to take holiday entitlement due to sickness, accrual of holiday entitlement will be restricted to 28 days pursuant to the statutory requirements of the Working Time Regulations 1998 which will be paid in lieu (on termination of employment only) or carried over by agreement with Corporation’s Human Resources on receipt of confirmation from your GP.

12. Expenses

Expenses which you incur in the proper performance of your duties will be reimbursed by the Corporation providing that they have been approved in advance by your line manager and are matched by signed and approved receipts in accordance with the Corporation’s Financial Regulations which can be obtained from [INSERT LOCATION].

13. Pension

You will automatically become a member of the Teachers’ Pension Scheme (TPS) subject to its terms and conditions from time to time in force. You may elect to opt out
of the scheme at any time. Further details may be obtained from the TPS. The TPS is contracted out of the State Earnings Related Pension Scheme. It follows that as a member of the TPS a contracting out certificate under the Social Security Pensions Act 1975 will be in force in respect of your employment. If you opt out of the TPS, the Corporation is still obliged to comply with the employer duties under Part 1 of the Pensions Act 2008 and it will automatically enrol or re-enrol you into a Pension scheme as and when required by law.

14. Deductions

For the purposes of the Employment Rights Act 1996, you hereby authorise the Corporation to deduct from your salary or any other payments due to you any agreed sums due from you to the Corporation, including any overpayments, loans or advances made to you by the Corporation. You will be provided with a deduction schedule accordingly.

15. Sickness

15.1 If you are absent from work due to sickness or injury, you may be eligible to receive sick pay in accordance with the Corporation’s Sickness Policy. Further details in respect of sickness may be obtained from [INSERT LOCATION]

15.2 The payment of sick pay is subject to your compliance with the Corporation’s rules for the notification and verification of sickness absence, which are set out in the Sickness Policy.

15.3 The Corporation has the right to require you to attend a medical examination by a doctor or occupational health specialist nominated by the Corporation, in particular but not limited to circumstances where you are absent on long term sickness. The Corporation reserves the right to cease to make payments of sick pay in the event that you repeatedly fail to attend at such an appointment having been requested to do so, without reasonable justification.

15.4 If you receive compensation following an injury or accident which occurred outside work for loss of earnings, you will be required to repay to the Corporation compensation paid for such loss of earnings, up to the value of sick pay received less your statutory entitlement.

16. Maternity Leave

If you become pregnant, you will be eligible to take maternity leave and may qualify for employer and/or statutory maternity pay. Full details of the Corporation’s Maternity Policy and the procedures with which you must comply in order to exercise your rights under it are available from [INSERT LOCATION].

17. Paternity Leave

Where your Spouse/Partner becomes pregnant, you will be eligible to take paternity leave and receive paternity pay. Full details of the Corporation’s Paternity Leave Policy and the procedures with which you must comply in order to exercise your rights under it are available from [INSERT LOCATION].

18. Parental Leave

You will be entitled to take parental leave in accordance with the Maternity and Parental Leave Regulations 1999, as amended, or alternatively in accordance with
any policy or procedure on this subject which has been adopted by the Corporation. Further details in respect of parental leave may be obtained from [INSERT LOCATION].

19. Adoption Leave

If you adopt a child, you may be eligible to take adoption leave and receive adoption pay. Full details of the Corporation’s Adoption Policy and the procedures with which you must comply in order to exercise your rights under it are available [INSERT LOCATION].

20. Health and Safety

The Corporation recognises and accepts its responsibilities as an employer to ensure, so far as is practicable, the health, safety and welfare of all its employees. A copy of the Health and Safety Policy, subject to amendment from time to time, can be obtained from [INSERT LOCATION]. You are responsible for familiarising yourself with the policy and adhering to the health and safety rules in the workplace.

21. Exclusivity of Service

21.1 You are required to devote your time, full attention and abilities to your duties during your contracted working hours and to act in the best interests of the Corporation at all times.

21.2 Written permission by the Principal or nominee must be given before entering into any agreement to undertake any paid activity or employment on behalf of another organisation or person. This includes any such paid activity or employment that commenced before your employment under this contract.

21.3 Where paid leave of absence is granted to undertake activity for another organisation, any payment (expenses exempt) received in respect of that activity must be transferred to the Corporation.

22. Confidentiality

22.1 You shall not either during your employment (except in the proper performance of your duties), nor at any time after its termination, use for your own purposes (or for any purposes other than those of the Corporation) or divulge to any person, corporation, company or other organisation whatsoever any confidential information belonging to the Corporation or to any Subsidiary or relating to its or their affairs or dealings which may come to your knowledge during your employment. This restriction shall cease to apply to any information or knowledge which may come into the public domain after the termination of your employment, other than as a result of unauthorised disclosure by you or by any third party. The Trade Union and Labour Relations (Consolidation) Act 1992 (TULR(C)A 1992) requires employers to disclose information for the purposes of collective bargaining to accredited representatives of recognised trade unions. This restriction shall not apply to any use or disclosure authorised by the Corporation or required by law or in furtherance of a legitimate trade union activity.

22.2 Confidential information shall include (but shall not be limited to) the following:

(a) Information concerning the services offered or provided by the Corporation or any Subsidiary including the names of any persons, companies or other organisations to whom such services are provided, their requirements and the terms upon which services are provided to them (save that such information shall not be regarded as
confidential once it has been published in any prospectus or other document which
is available to members of the public).

(b) The Corporation’s marketing strategies and business plans or those of any
Subsidiary and the marketing strategies and business plans of other Corporations
or governing bodies involved in collaborative partnerships if appropriate.

(c) Any information relating to a proposed reorganisation, expansion or contraction of
the Corporation’s activities (or those of any Subsidiary) including any such proposal
which also involves the activities of any other corporation or organisation.

(d) Financial information relating to the Corporation or any Subsidiary (save to the
extent that such information is included in published audited accounts).

(e) Details of:

(i) Employees of the Corporation or any Subsidiary, the remuneration and other
benefits paid to them and their experience, skills and aptitudes and/or

(ii) Any arrangements for the supply of personnel to the Corporation or any
Subsidiary by a third party provider.

(f) Any information which you have been told is confidential or which you might
reasonably expect to be confidential.

(g) Any information which has been given to the Corporation or any Subsidiary in
confidence by students or other persons, companies or organisations.

22.3 Notwithstanding the above, the Corporation affirms that professional staff have freedom
within the law to question and test received wisdom relating to academic matters, and
to put forward new ideas, and controversial or unpopular opinions about academic
matters without placing themselves in jeopardy or losing the jobs and privileges they
have at the Corporation.

22.4 All records, documents and other papers (together with any copies or extracts thereof)
made or acquired by you in the course of your employment shall be the property of
the Corporation and must be returned to it upon request on the termination of your
employment.

22.5 Nothing in this contract, and in particular this Clause 22, is intended to prejudice your
rights in relation to any protected disclosure under the meaning of Section 43A of the
Employment Rights Act 1996, as amended from time to time (Whistleblowing).

22.6 Any request received by you under the Freedom of Information Act 2000 will be
forwarded to [your Line Manager/HR Department/Information Officer] for considera-
tion. Under no circumstances should you respond to such a request directly.

23. Data Protection

23.1 You agree to abide by the Corporation’s Data Protection Policy available at [INSERT
LINK] as amended from time to time and the provisions of the Data Protection Act
1998 when handling personal data in the course of employment including personal
data relating to any employee, student, client, supplier or agent of the Corporation or
any subsidiary.
24. Copyright

24.1 The copyright in all records, documents and course materials produced or made by you in the course of your employment after your appointment to the College, shall belong to the Corporation.

24.2 The copyright of any work or design compiled, edited or otherwise brought into existence by you as a scholarly work for the purposes of furthering your professional career shall belong to you. ‘Scholarly work’ includes items such as books, contributions to books, articles and conference papers, and shall be construed in the light of the common understanding of the phrase in further and higher education.

25. Grievances

25.1 If you have a grievance relating to your employment, you are entitled to invoke the Corporation’s Grievance Procedure which is available from [INSERT LOCATION].

25.2 You may from time to time be required to participate in some capacity in an employee grievance.

26. Disciplinary Procedures

26.1 The Corporation expects reasonable standards of performance and conduct from its employees. Details of the Corporation’s Procedures can be found at [INSERT LOCATION] together with the Staff Code of Conduct.

26.2 You may from time to time be required to participate in some capacity in a disciplinary procedure.

27. Capability Procedures

The Corporation has procedures in place designed to assist and encourage all employees to achieve and maintain standards of job performance. The aim is to ensure consistent and fair treatment for all and to assist any employee who is considered to be experiencing difficulties in performing satisfactorily the duties required of the post to which s/he was appointed. Details of the Corporation’s Procedures can be found at [INSERT LOCATION].

28. Protected Disclosures - Whistleblowing

If you have concerns regarding activities including but not limited to malpractice, fraud or corruption within the Corporation and/or any of its subsidiaries you should refer to the Corporation’s Whistleblowing Policy which can be found at [INSERT LOCATION] to assist you in raising your concerns.

29. Safeguarding Children and Adults

The Corporation has policy and procedures which set out the statutory safeguarding responsibilities of Further Education Colleges, as well as good practice recommendations, in relation to children and adults. All employees are required to adhere to the Corporation’s Safeguarding Policy and associated procedures and guidance, which may be varied by the Corporation from time to time. Details can be found at [INSERT LOCATION].

30. Social Networking

You should be aware that the internet is provided primarily for business use. The Corporation recognises that many employees use the internet, including social media.
25 Grievances

25.1 If you have a grievance relating to your employment, you are entitled to invoke the Corporation's Grievance Procedure which is available from [INSERT LOCATION].

25.2 You may from time to time be required to participate in some capacity in an employee grievance.

26. Disciplinary Procedures

26.1 The Corporation expects reasonable standards of performance and conduct from its employees. Details of the Corporation's Procedures can be found at [INSERT LOCATION] together with the Staff Code of Conduct.

26.2 You may from time to time be required to participate in some capacity in a disciplinary procedure.

27. Capability Procedures

The Corporation has procedures in place designed to assist and encourage all employees to achieve and maintain standards of job performance. The aim is to ensure consistent and fair treatment for all and to assist any employee who is considered to be experiencing difficulties in performing satisfactorily the duties required of the post to which s/he was appointed. Details of the Corporation's Procedures can be found at [INSERT LOCATION].

28. Protected Disclosures – Whistleblowing

If you have concerns regarding activities including but not limited to malpractice, fraud or corruption within the Corporation and/or any of its subsidiaries you should refer to the Corporation's Whistleblowing Policy which can be found at [INSERT LOCATION] to assist you in raising your concerns.

29. Safeguarding Children and Adults

The Corporation has policy and procedures in place which set out the statutory safeguarding responsibilities of Further Education Colleges, as well as good practice recommendations, in relation to children and adults. All employees are required to adhere to the Corporation's Safeguarding Policy and associated procedures and guidance, which may be varied by the Corporation from time to time. Details can be found at [INSERT LOCATION].

30. Social Networking

You should be aware that the internet is provided primarily for business use. The Corporation recognises that many employees use the internet, including social media for personal and business purposes. You should therefore have due regard to the Corporation's Social Media and/or Email Policy and/or Acceptable Usage Policy when using the internet including social media for personal and business purposes.

31. Monitoring of Telecommunications

In accordance with the Corporation's policies, the Corporation has the right to monitor any and all aspects of its telephone and computer systems that are made available to you and to monitor, intercept and/or record any communications made by you, including
any type of telephone, e-mail or Internet communications, for any purposes authorised under the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 and any amending or supplementary legislative or regulatory requirements.

32. **Criminal Acts**

In the event that you are under caution, arrested, charged with, and/or convicted of, a criminal act, you will advise the Corporation’s Human Resources Department immediately. Failure to do so may result in disciplinary action.

33. **Anti-Bribery and Corruption**

33.1 Every employee and individual acting on the Corporation’s behalf is responsible for maintaining the Corporation’s reputation and for conducting their duties honestly and professionally. In accordance with this, you are required to adhere to the Corporation’s Anti-Bribery Policy. Details can be found at [INSERT LOCATION].

33.2 You agree that you will report any suspicious conduct that may amount to a bribe being offered, promised, given, requested or accepted (either involving you or another employee or person acting for, or on behalf of, the Corporation) immediately to the relevant individuals within the Corporation in accordance with the Anti-Bribery Policy.

34. **Trade Union Membership**

34.1 You have the right to belong to a trade union of your choice. The following trade union[s] are currently recognised by the Corporation for Staff: [ENTER TU DETAILS AND RELEVANT BARGAINING GROUP].

34.2 The Corporation will provide information to the recognised trade unions to allow them to organise within the college. Your details will be provided unless you notify us, in writing that you do not wish your name to be provided.

35. **Termination of Employment**

35.1 After the successful completion of any probationary period, the Corporation may terminate your employment by giving you in writing whichever is the greater is of:

(a) Two months’ notice

(b) One weeks’ notice for each year of service, up to a maximum of 12 weeks’ notice.

35.2 You will be entitled to four months written notice if your employment is terminated by reason of redundancy.

35.3 You may terminate your employment at any time by giving the Corporation two months’ notice in writing.

35.4 The Corporation may terminate your employment without notice or without compensation in lieu of notice if you are found guilty of gross misconduct.

35.5 During any period of notice of termination (whether given by you or the Corporation), the Corporation shall be under no obligation to assign any duties to you and shall be entitled to exclude you from its premises (‘garden leave’), although this will not affect your right to receive your normal salary and other contractual benefits. If you are required to take ‘garden leave’ during the notice period, Clause 21 shall continue to apply.
36. **Return of Corporation Property**

36.1 Upon the termination of your employment (for whatever reason) you hereby agree to return to the Corporation all documents, student work, IT equipment, books, office equipment, keys, security passes, credit cards, college car and any other property belonging to the Corporation. This includes all documents and information whether stored electronically or as hard copy.

36.2 All Corporation property must be returned no later than your last date of employment with the Corporation. You are also required to return to the Corporation any college property that may come into your possession after your employment ends.

36.3 It is your responsibility to return Corporation property. With reference to Clause 14 (Deductions), you hereby agree that any failure to return such property will entitle the Corporation to withhold the whole or any part of any wages due to you from the Corporation up to the second hand replacement cost of the non-returned property’. The Corporation reserves the right to issue legal proceedings against you in the event that it is unable to recover, by way of a withholding of salary a sum representing up to the second hand replacement cost of the property which is unreturned.

37. **Collective Agreements**

Other terms and conditions of service with those explicitly laid down or referred to in this contract are embodied in the conditions of service handbook which is available for you to refer to in the college. These include local collective agreements reached with trade unions recognised by the college.

38. **Prior and subsequent agreements**

38.1 This Contract of Employment and Collective Agreements listed in Appendix 1 are in substitution for any previous letters of appointment or contracts of employment.

38.2 Any changes in the terms and conditions of employment applicable to staff appointed by the Corporation on the terms and conditions set out herein, which may be agreed after the date of this Contract between the Corporation and any trade unions recognised by the Corporation in respect of such staff, shall be incorporated automatically into your Contract of Employment.

38.3 Any future national collective agreements reached after the date of this contract through the National Joint Forum will be expressly incorporated into this contract in accordance with the procedures set out in the National Recognition Agreement.

39. **Interpretation**

In this contract ‘Subsidiary’ means any company, association, society or other entity directly or indirectly controlled by the College, for which purpose ‘control’ means either ownership of more than 50% of the voting share capital (or equivalent right of ownership) of such company, association, society or other entity or power to direct its policies and management whether by contract, statute or otherwise.

40. **Applicable Law**

English and Welsh law shall apply to this Contract and the parties to this Contract submit to the jurisdiction of the courts of England.
41. Reporting cases of misconduct or professional incompetence

41.1. It is a statutory requirement for the Corporation to refer information to the Disclosure and Barring Service when an employee has been removed from regulated activity because the Corporation believes s/he has engaged in relevant conduct, or posed a risk of harm to children or vulnerable adults, or when an employee leaves their post in circumstances where they would or might otherwise have been removed because they harmed, or posed a risk of harm to a child or vulnerable adult.

42. Post Termination Restrictions

Either:

There are no Post Termination Restrictions for this post.

OR

The Post Termination Restrictions are set out in Appendix 1.

Declaration

I hereby confirm my agreement to the terms and conditions set out above.

Signed ___________________________________________

Signed ___________________________________________

(For and on behalf of the Corporation)

Date ___________________________________________
APPENDIX 1

1 Post-termination Restrictions

1.1 For the purposes of Clause 1.2 below, the following words shall have the following meanings:

(a) ‘Client’ shall mean any person, corporation, company or other organisation to whom or which the Corporation supplied services during the twelve months preceding the Termination Date and with whom or which, during such period, you had personal dealings in the course of your employment but shall exclude any such person who was enrolled as a student on a publicly funded course with the Corporation and any such organisation which distributes public funds for education and training purposes.

(b) ‘Restricted Services’ shall mean any services which are the same as or similar to any services supplied by the Corporation with which your duties were concerned or for which you were responsible during the twelve months immediately preceding the Termination Date.

(c) ‘Termination Date’ shall mean the date of termination of your employment.

1.2 You hereby undertake that you will not during a period of twelve months immediately following the Termination Date without the prior written consent of the Corporation whether by yourself, through your employees or agents or otherwise howsoever and whether on your own behalf or on behalf of any other person, corporation, company or other organisation, directly or indirectly:

(a) solicit business from or canvass any Client if such solicitation or canvassing is in respect of Restricted Services.

(b) supply Restricted Services to any Client.

(c) solicit or induce or endeavour to solicit or induce any person who is on the Termination Date employed by the Corporation in a managerial capacity or as a member of its academic staff to cease working for or providing services to the Corporation, whether or not any such person would thereby commit a breach of contract.

(d) employ or otherwise engage in the supply of Restricted Services to any Client any person who is on the Termination Date, or was during the twelve months preceding the Termination Date, employed by the Corporation in a managerial capacity or as a member of its academic staff.

1.3 Clause 1.2 shall also apply as though there were substituted for references to ‘the Corporation’, references to each Subsidiary in relation to which you provide services in the course of your duties of the Corporation but so that references in Clause 1.1 to ‘the Corporation’ shall for this purpose be deemed to be replaced by references to the relevant Subsidiary.
UCU are seeking an uplift in the London weighting allowance to £4000 (Inner London), £3000 (Outer London) and £2000 (fringe). We recognise that such an increase may be phased in over time.

COST OF LIVING IN LONDON
Total average weekly household expenditure in London, averaged over the three years 2012-2014 (the most recent available), was £616.30 in London, 20.2% higher than the UK average of £512.60 per week. London and the Southeast have the highest weekly household expenditure in the UK.

HOUSING EXPENDITURE
The UK average household weekly expenditure on housing was £158.30 in 2014, an increase of 7% from 2013. London Households spent an average of £250.80 per week, being an increase of 21.2% on the £206.90 per week spent in 2013. This largely reflects the average house price across different regions of the UK. The house price index shows house prices are most expensive in London in February 16 with an average of £524,000 whereas the UK average house price was £284,000.

It is much the same situation for rents. Figures from the Valuation Office Agency (VOA) for the year to 31 March 2015 show private rents in London are almost double that for whole of England. For London the average rent is £1,599 per month, while the figure is £768.00 per month as the UK average. This means Londoners are paying, on average, £9,972.00 a year more in rent than other parts of England.

EARNINGS IN LONDON IN RELATION TO THE COST OF LIVING IN LONDON
Median full-time earnings in London are £659.50 per week, 24.9% higher than the UK average of £527.70 However, in 2015, housing expenditure in London was £250.80 per week, 58.4% per week higher than the UK average of £158.30 per week.

LONDON WEIGHTING
The London allowance has not changed significantly over the past 20 years. The last major movements were in the 1980s. The recession of the early 1990s saw many of the allowances frozen for the next decade and any increases were small in comparison to rises in the cost of living. Across all sectors of the economy, the median level of London weighting (2013) was
£3,500 a year for inner London, £2000 for outer London, and £750 for fringe areas. The weighting is generally either paid as a London allowance separate from basic pay or as a supplement to basic pay giving a higher overall salary. According to 2013 figures the average inner London payment for FE Lecturers was £2,966.00, outer London; £1,945.00; and fringe, £766.00.

PRINCIPALS’ PAY IN LONDON

Based on 2012/13 figures, the average salary of a Greater London college principal is £123,000; when taking into account pension and benefits-in-kind, the figure rises to £143,000. While this is an average, a number of principals in fact earn substantially more than this.

PARITY WITH SCHOOLS TEACHERS

While many colleges already teach 16-18 year olds, this number will rise following the raising of the school leaving age to 17; and while many schools are providing sixth forms, they have no provision for young people who do not achieve GCSE grades to give them access to the sixth form. Many colleges are now equivalent to medium or large schools but still the disparity of pay continues. According to the 2014 ASHE survey, the median salary for secondary teachers in London is £1656.00, (4.2%) higher than for London FE lecturers.