

## Post-92 staff handbook agreed national text

### 1. Guidelines for the determination of the duties of lecturing staff

#### 1.1.1. **Purpose**

1.1.2. These guidelines are issued to the institutions in the PCFC sector to enable them to seek to achieve the following objectives:

- i. to achieve education provision of a high standard;
- ii. to recognise the professional contribution which lecturers make to the HE sector;
- iii. to avoid lecturers undertaking unreasonable workloads;
- iv. to enable the distribution of work to be carried out locally and fairly within an institution taking into account the local circumstances.

## 1.2. Principles

- 1.2.1. The duties and responsibilities of a lecturer are inherently of a professional nature and are wide ranging. They include direct teaching, tutorial guidance to students' learning, research and other forms of scholarly activity, curriculum development, educational management and administration, participation in the democratic processes of the institution (committee membership etc), participation in quality assurance procedures, recruitment and admission of students, staff appraisal, income generating activities, and representing the institution on or to appropriate external bodies.
  
- 1.2.2. The proportion of time an individual 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 both the individual lecturer and the institution.
  
- 1.2.3. Both staff and management jointly have a responsibility to seek to enhance the quality of educational provision, but at the same time to increase access to HE to all sectors of the population, since the extent to which this is achieved is also a measure of the quality of the service. To this end there is mutual concern to improve flexibility and to bring about changes in working practices and methods of delivery, supported by a commitment to the professional development of staff.

1.2.4. However, workloads which damage performance and which are detrimental to the lecturer, students and the service must be avoided through good management practice in which academic managers (Heads of Departments, Subject Lecturers, Course Tutors etc) and their colleagues collectively determine optimum working practices which safeguard standards for all aspects of a lecturer's role, and for individuals to manage their time in a fully professional way towards individual and corporate objectives.

### **1.3. Working hours**

1.3.1. On the matter of the working week, it is not appropriate in a professional contract to be specific as to the exact hours of availability for duties; moreover, it is accepted that in the case of the obligation to undertake research and other scholarly activity that obligation will not necessarily require attendance at the institution. However, in relation to teaching duties a reasonable norm may be helpful at institutional level. Such a norm should be comparable with those of other employees in the institution and with those of related professional groups; it is not to be regarded as either a minimum or maximum.

1.3.2. Due to the range of teaching and learning methods involved and the different needs in various subject areas, a precise specification of teaching hours is neither possible nor appropriate in a professional contract. As a general guide, however, an individual lecturer may normally expect to have formal scheduled teaching responsibilities for students within a band of 14 to 18 hours a week on average over the anticipated teaching year of that lecturer.

1.3.3. Formal scheduled teaching responsibilities should not exceed 18 hours in any week or a total of 550 hours in the teaching year. However, this provision will not apply in subject areas where the nature of the curriculum and teaching style make it inappropriate such as aspects of Teacher Education, Art, Design, Performing Arts, Music: in these subject areas scheduled teaching will be determined in accordance with paragraph 1.3.2 above.

1.3.4. Where possible, in arranging a lecturer's timetable special regard should be given to the family responsibilities of individual lecturers

#### **1.4. Factors to be taken into account**

1.4.1. The specific teaching responsibilities of an individual lecturer, and the time to be devoted to other duties, is a matter for discussion between the lecturer and the relevant line manager (eg Head of Department) and will be such as to enable the lecturer to be effective in the overall discharge of his/her professional responsibilities. In allocating responsibilities, the following factors shall be taken into account:

- i. the full range and extent of actual duties to be performed (see para 1.2.1);
- ii. personal development needs both as a teacher and as a subject specialist, and in relation to research and other scholarly activity and to overall career development;
- iii. teaching experience;
- iv. the numbers of students for whom there would be overall responsibility;
- v. teaching group sizes, with particular regard for methods requiring interaction (eg. seminars), and the assessment implications;
- vi. differing subject needs;

- vii. the teaching methods appropriate;
- viii. the number and range of the curricula to be taught, with particular consideration given to the development and delivery of new (for the lecturer) and innovative courses;
- ix. the desirability of achieving a reasonable balance of activities;
- x. wider internal and external responsibilities.

1.4.2. Regard for the implications in lecturers' workloads should be had at the appropriate stages of course and institutional planning, particularly in relation to those courses having specific professional demands.

## **1.5. Procedure**

1.5.1. Determination of a lecturer's duties will normally be achieved by annual consultation between the Head of Department and the individual lecturer, and should be linked to the institution's procedures for staff appraisal. However, there should be fairness in the allocation of overall duties and equal opportunities for all staff to develop their professional skills. Moreover, it will be important to maintain an ongoing review of the situation so as to adjust to changing circumstances and to deal with any difficulties which might occur. To these ends;

- i. the outcome of the process should be open within each peer group (Department);
- ii. senior management has a responsibility to maintain an overview to ensure a measure of consistency across the institution in the application of the guidelines;
- iii. individual institutions should ensure that there exist effective procedures to deal with grievances or disputes over the allocation of duties and the application of these guidelines, at both the individual and collective levels. Where appropriate, the recognised lecturer unions should be involved at both levels.

## **2. Sick leave and sick pay**

**2.1.** Subject to the provisions of this scheme a lecturer absent from duty owing to illness (which term is deemed to include injury or other disability) shall be entitled to receive sick pay in accordance with the following scale:

- ~ during the first year of service: full pay for 1 month and after completing four calendar months' service before the start of the period of absence through illness, half pay for 2 months;
- ~ during the second year of service: full pay for 3 months and half pay for 3 months;
- ~ during the third year of service: full pay for 4 months and half pay for 4 months;
- ~ during the fourth and successive years: full pay for 6 months and half pay for 6 months.

\*For the purposes of calculating entitlement a month shall be deemed to include 22 working days (including Saturday where this is a working day).

This scale is to be regarded as a minimum and the institution has the discretion to extend the scheme in individual cases. For the purposes of this paragraph of the document, a working day is defined as any day on which the establishment is open but which does not form part of the lecturer's personal holiday entitlement.

**2.2.** Sick pay shall include, where appropriate, Statutory Sick Pay, and shall not exceed full (ordinary) pay. Appropriate deductions are detailed in the following paragraphs.

**2.3.** For the purpose of calculating entitlement to sick leave under paragraph 1 the year shall be deemed to begin on 1st April of each year and end on 31st March of the following year; provided that, in the case of a lecturer whose service commences on a date other than 1st April, such service shall be deemed for the purpose of this scheme to have commenced on the preceding 1st April subject to the completion of four calendar months' actual service before half pay can be claimed, and provided also that in the case of the lecturer who is absent owing to illness on 31st March of any year, such a lecturer shall not begin new entitlement to sick leave in respect of the following year until he or she has resumed teaching duty, the period from 1st April until the return to duty deemed to be part of the preceding year for the purpose of this scheme. In the case of a lecturer transferred from the service of one HEI to that of another, any sick pay paid during the current year by the previous HEI shall be taken into account in calculating the amount and duration of sick pay payable by the new HEI\*.

**2.4.** For the purpose of paragraph 2.1 'service' means employment with this institution and such other period of employment as this institution may approve.

**2.5.** The following deductions shall be made from sick pay where it is of an amount equal to full pay -

- a) the amount of sickness benefit receivable under relevant legislation (provided, however, that in any case where sickness benefit is, or may subsequently prove to have been, receivable in respect of the first three days of any sickness, the amount of benefit receivable shall be deducted from such pay only if such benefit has in fact been received in respect of any such period of three days);

- b) the dependency element (but not the disability element) of any treatment allowance received from the Department of Social Security.

- 2.6.** Deduction shall also be made from sick pay where it is of an amount less than full pay if a lecturer would otherwise with the benefits receivable in respect of insurance under the relevant legislation become entitled to an amount exceeding the sum of his/her full (ordinary) pay.
- 2.7.** Benefits are regarded as receivable at the full rate in circumstances in which a lecturer has opted under National Insurance regulations to put himself or herself outside of benefit at the full rate.
- 2.8.** Subject only to the proviso in paragraph 2.5(a) the deductions enumerated under paragraphs 2.5, 2.6 and 2.10 will be made if the lecturer is eligible to receive such benefits, payments or allowances whether or not he or she takes the necessary steps to obtain it.
- 2.9.** For the purposes of this scheme a lecturer shall be under an obligation to declare to the satisfaction of the institution his or her entitlement to benefit under the foregoing Acts (paragraph 2.5 above) and any subsequent alteration in the circumstances on which such entitlement is based, in default of which the institution shall be entitled to determine the benefit by reference to the maximum benefit to which the lecturer appears entitled under the statutory provisions governing such benefits.
- 2.10.** Deductions equivalent to those set out in paragraph 2.5 above shall be made from the sick pay of a lecturer who is a married woman or a widow and has elected to pay reduced contributions under the terms of the Social Security Act 1975 and Social Security Contribution Regulations 1979, provided that, where a widow is in receipt of a widow's or a widowed mother's allowance or widow's pension, regard shall be paid in calculating the amount of sick pay only to such part of the national insurance benefit receivable as is in excess of the amount received by the lecturer from the Department of Social Security in weeks of full normal employment.

**2.11.** Whilst sickness during a period when the institution is closed or a period forming part of the lecturer's personal holiday entitlement will not affect the period of his or her entitlement to sick leave under paragraph 2.1, it will be relevant so far as deduction of benefit is concerned. Thus the rate of sick pay applicable to a lecturer in respect of sickness during a period of closure or a period forming part of his or her holiday entitlement is the rate applicable to him or her on the last day before that period. Where a lecturer, therefore, is ill immediately preceding such a period and:-

- the lecturer is on full sick pay: he or she shall continue on sick pay, but the closure or holiday period is not counted against entitlement under paragraph 2.1.
- the lecturer is on half sick pay: he or she shall continue on half sick pay, but the closure or holiday period is not counted against his or her entitlement.
- the lecturer has exhausted his or her sick pay entitlement and is not receiving any pay: he or she shall continue to receive no pay.

**2.12.** When a lecturer is ill immediately preceding a period of closure or a period forming part of his or her personal holiday entitlement, and has exhausted his or her sick leave entitlement, or is on less than full pay, and recovers during the above period, the lecturer shall be deemed, for the purpose of calculating the amount of salary due, to have returned to duty on the day the lecturer is authorised medically fit to do so by means of a doctor's statement obtained for that purpose provided that he or she actually returns to duty on the first day after the said period.

**2.13.** If, during a period of closure or a period forming part of the lecturer's personal holiday entitlement he or she falls ill and becomes entitled to Statutory Sick Pay or becomes, or would, but for election to be exempted from liability to pay contributions, become entitled to claim any of the benefits referred to in paragraph 3.5 (maternity leave and pay) it shall be his or her duty to notify thereof (in accordance with paragraph 2.14 as if the days of closure or personal holiday were working days) so that the institution may either pay Statutory Sick Pay (where appropriate) or make the appropriate deductions.

**2.14.** A lecturer who is absent for more than three working days owing to personal illness shall submit such statements as the institution at its discretion shall require provided that a doctor's statement shall not be required, save in special circumstances, more frequently than on the eighth day of absence, at the end of each month of absence and on return to duty, unless fitness for return to duty has already been ascertained and the lecturer returns to duty on the date specified on the previous doctor's statement. In the case of a prolonged or frequent absence a lecturer may be required at any time to submit to examination by an approved medical practitioner. The lecturer's own doctor may be present at such examination on the lecturer's request.

- 2.15.** A lecturer entering hospital or a similar institution shall submit a doctor's statement on entering and on discharge in substitution for periodic statements.
- 2.16.** In the case of absence due to accident attested by an approved medical practitioner to have arisen out of and in the course of the lecturer's employment, including any extra curricular or voluntary activity connected with the institution, full pay shall in all cases be allowed, such pay being sick pay for the purposes of paragraph 2.2 to 2.13 subject to the production of self certificates and/or doctor's statements from the day of the accident up to the date of recovery and not exceeding six calendar months, after which the case will be reviewed for a decision on any extension of the period of sick pay. Absence resulting from such accidents shall not be reckoned against the lecturer's entitlement to sick leave under 2.1 though such absences are reckonable for entitlement to Statutory Sick Pay.
- 2.17.** When the approved medical practitioner attests that there is evidence to show a reasonable probability that an absence was due to an infectious or contagious illness contracted directly in the course of the lecturer's employment full pay shall be allowed for such period of absence as may be authorised by the approved medical practitioner to be due to the illness, and such absence shall not be reckoned against the lecturer's entitlement to sick leave under 2.1, though such absences are reckonable for entitlement to Statutory Sick Pay.
- 2.18.** Where the absence is attested by the approved medical practitioner to be due to pulmonary tuberculosis and the lecturer carries out an approved course of treatment, full salary shall be paid in respect of the first twelve calendar months of the period of absence after attestation and further full or half pay shall be allowed at the discretion of the institution.

**2.19.** A lecturer residing in a house in which some other person is suffering from an infectious disease shall at once notify the Personnel Department and the lecturer shall, if required take such precaution as may be prescribed, provided that if in the opinion of the approved medical practitioner it is considered inadvisable, notwithstanding such precautions, for such a lecturer to attend duty, full pay shall be allowed during any enforced absence from duty, such pay being sick pay for the purposes of paragraph 2.2 to 2.13. This provision will also apply where, in the opinion of any approved medical practitioner, it is inadvisable for a lecturer to attend duty for precautionary reasons due to infectious disease in the workplace. The period of absence under this paragraph shall not be reckoned against the lecturer's entitlement to sick leave under paragraph 2.1, though such absences are reckonable for entitlement to Statutory Sick Pay.

**2.20.** If the absence of the lecturer is occasioned by the actionable negligence of a third party in respect of which damages are recoverable, he or she shall advise the institution forthwith, and it shall be competent to the institution to require the lecturer to refund a sum equal to the aggregate of sick pay to him or her during the period of disability of such part thereof as is deemed appropriate but not exceeding the amount of the damages recovered. In the event of the claim for damages being settled on a proportionate basis, the institution will require full details and will determine the actual proportion of sick pay to be refunded by the lecturer.

**2.21.** A lecturer who is absent from work because of injury in respect of which a claim will lie in the Criminal Injuries Compensation Board, and is otherwise qualified to receive sick pay, shall receive such sick pay without the lecturer being required to refund any proportion of it from the sum which the Compensation Board may award.

- 2.22.** Where an award has been made by the Compensation Board the institution shall be free to discount wholly or partly the period of sick leave occasioned by the injury in calculating the lecturer's entitlement to pay as they may see fit on consideration of all the material circumstances.
- 2.23.** If the institution is of the opinion that the disability which has occasioned the lecturer's absence from work is due to his or her other misconduct, or if the lecturer has failed to observe the conditions of this scheme, or has been guilty of conduct prejudicial to his or her recovery the payment of any sick pay under the scheme may be suspended provided that in any such case the institution shall inform the lecturer of the grounds upon which the payment of sick pay has been suspended and that the lecturer may, at his or her option, have recourse to the grievance procedure.
- 2.24.** Sick pay shall not be paid in case of accident due to active participation in sport as a profession, unless the institution by resolution decides otherwise, though Statutory Sick Pay may be payable

### **3. Maternity leave and pay**

**3.1.** Any lecturer with at least 1 year's service as a lecturer, immediately before the start of her maternity leave period, who wishes to be absent from work by reason of maternity shall notify the Personnel Department. in writing. as soon as practicable, and, unless she can show good cause, not less than 14 weeks before the date of her expected childbirth. The lecturer shall inform the Personnel Department in writing at least 21 days before her absence begins or, as soon as is reasonably practicable, of the date by which she wishes her absence to begin. Where a lecturer wishes to exercise at the conclusion of her absence for maternity her right of return to work in the job in which she was employed, she shall declare that intention, in writing, at the time of the notification of her absence. (Childbirth means the birth of a live child, or the birth of a child whether living or dead, after the 24th week of pregnancy.) (Notes: 1. In order to assist the institution to discharge its responsibilities towards the health and safety of the pregnant employee and her unborn child it is advisable that written notification should be made at an early stage in the pregnancy. 2. Information on statutory rights applicable to all employees regardless of service is set out in the attachment.) 3. Maternity Agreement for lecturers agreed 10 March 1995 to take into account changes introduced by Trade Union Reform and Employment Rights Act [1994]and Employment Protection (Part-Time Employees) Regulations 1995.

**3.2.** In paragraph 3.1 "job" means the nature of the work which she is employed to do in accordance with her contract, in the same capacity in which, and in the same place where, she is so employed.

**3.3.** A lecturer with at least 2 years' continuous service enjoys additional rights as set out in paragraph 3.6 below and is subject to additional conditions as in paragraph 3.16. below.

- 3.4.** The lecturer may begin her maternity leave at any time from the beginning of the 11th week before the expected week of childbirth up to the date of childbirth. The start of the maternity leave period may be triggered by a pregnancy-related illness in the last 6 weeks before the expected week of childbirth.
- 3.5.** The lecturer may remain absent for a period of 18 weeks from the beginning of her absence for maternity. She may not return to work within 2 weeks of childbirth.
- 3.6.** Any lecturer with at least 2 years' continuous service by the beginning of the 11th week before the expected week of childbirth, may remain absent for up to a period of 29 weeks beginning with the week in which the date of childbirth falls (see also paragraph 3.1 0 below). The lecturer shall give to her employer at least 21 days' notice in writing of the date on which it is her intention to return to her job after childbirth.
- 3.7.** The lecturer shall be entitled to pay during the maternity leave period as follows:
- a) for the first 4 weeks of absence - full pay, including SMP. Where the lecturer is ineligible for SMP, Maternity Allowance will be deducted from full pay and, in addition, any related benefits to which the lecturer is entitled. The total weekly payment shall not be less than 90% of a week's salary reduced only by Maternity Allowance.
  - b) for each of the next 2 weeks of absence - 90% of a week's salary, including SMP. Where a lecturer is ineligible for SMP, pay will be reduced by Maternity Allowance.
  - c) for each of the next 12 weeks of absence - half pay plus flat-rate SMP, if eligible, except where pay and SMP (or any other benefits paid) exceed full pay.

- d) for any remaining period of absence up to the date of return notified by the lecturer - absence without pay.

**3.8.** The full weekly Statutory Maternity Pay will be deducted from pay as in sub paragraphs 3.7 a) and b), whether or not the lecturer is entitled, by reason of NI contribution, to that full weekly allowance, provided that no lecturer shall receive less than an amount equivalent to that to which she is entitled in accordance with statutory provision.

**3.9.** No part of the period of absence with pay in paragraph 3.7 above shall be treated as sick leave under the existing agreement on sick leave.

**3.10.** Payment of salary to the lecturer in accordance with the above provisions shall be made on the condition that she will be available for work for a period of at least 13 weeks from the date of return to her job. In the event of her not being available, she shall refund such sum as the Institution, at its discretion, may decide. A lecturer with at least 2 years' continuous service (see paragraphs 3.3, 3.6 and 3.16), however, is entitled to retain the first 6 weeks' payment. Payments made by way of SMP are not refundable.

**3.11.** The requirement to return to work for at least 13 weeks may be reduced at the discretion of the Institution.

**3.12.** After the lecturer has returned to work, the normal provisions for termination upon notice shall apply.

**3.13.** The period of 13 weeks (inclusive of any holidays and other days when the establishment is closed) shall run from the date on which the lecturer returns to work or the date during the holiday on which, having been declared medically fit, she is deemed to be available for work.

**3.14.** A lecturer shall be regarded as having fulfilled the requirement to return to work for 13 weeks if, having obtained prior approval from the Institution to return to work on a part-time basis, she completes a period of 13 weeks' part-time service.

**3.15.** Absence on account of illness due or attributable to pregnancy which occurs outside the maternity leave period shall be treated as sick leave and subject to the requirements of the sick pay scheme.

**3.16.** Where a lecturer exercising her rights under paragraph 3.3 above has notified the Institution of her intended date of return, the institution may, by notice in writing, postpone her return to work for not more than 4 weeks after the notified day of return. Such notice shall specify the reason for postponement.

**3.17.** The institution may at discretion extend to adoptive parents the relevant post-natal sections of the above provisions.

**3.18.** These provisions are without prejudice to statutory rights and obligations.

### **Statutory maternity rights applicable to all employees**

1. **Time Off for ante-natal care** All pregnant employees, regardless of length of service or hours of work, are entitled to paid time off for ante natal care. The employer has the right to request a medical certificate confirming pregnancy and evidence of appointments.
2. **Statutory Maternity Leave** All pregnant employees, regardless of length of service or hours of work, have a statutory right to a maternity leave period lasting 14 weeks or until 2 weeks after the birth, if that is later. The leave can begin at any time from the start of the 11th week before the expected week of childbirth up to the date of childbirth. All conditions of service, except pay, are maintained throughout the leave.
3. **Pay during statutory maternity leave** If eligible for Statutory Maternity Pay (SMP) the employee will be paid six weeks pay at 90% of full pay followed by up to 12 weeks at the flat-rate SMP. Under the law SMP is payable for up to 18 weeks but the employee forfeits the right to return to her job if she does not return to work

within 14 weeks or 2 weeks after childbirth if that is later. If ineligible for SMP, any pay, including entitlement to Maternity Allowance (MA) will be determined by the Department of Social Security (DSS).

4. Notification of pregnancy to the employer A pregnant employee is required to notify her employer in writing at least 3 weeks before commencing her maternity leave that she is pregnant and the date of the expected week of childbirth. If requested, she should produce a medical certificate confirming these details.
5. Notification of the date of commencing maternity leave A pregnant employee is also required to notify her employer at least 3 weeks in advance of the date on which she will commence her maternity leave. The employer may request this notification in writing. Maternity leave may begin automatically if the pregnant employee is absent due to a pregnancy related illness in the six weeks before the expected week of childbirth.
6. Return to work The employee has the right to return to work at any time before the end of the 14 week maternity leave period. If she wishes to return before the end of the 14 weeks period of maternity leave she is required to give 7 day's notice to her employer.
7. Health and Safety The institution must assess any risks to health and safety and any possible adverse effects on pregnant or breastfeeding employees and their children, including the unborn and take appropriate action. Such action may include offering the employee a temporary variation to working hours, duties and working conditions (on terms and conditions not substantially different from those which the employee would usually enjoy.) If no suitable alternative working arrangements are available, the employee must be suspended on full pay.

#### **4. Salary scales, rates, grading provisions and allowance**

staff

##### **4.1. Payment of salary: lecturers**

4.1.1. For the purposes of this section, so as to avoid involuntary breaks in service in transferring from one institution to another, the calendar year shall be regarded as consisting of three notional terms as follows: the spring term from 1 January to 30 April; the summer term from 1 May to 31 August; the autumn term from 1 September to 31 December.

4.1.2. Salary shall be payable by monthly instalments and the lecturer shall receive not less than one-third of a year's salary for each term's service.

4.1.3. Salary shall be paid:

- a) if the lecturer commences duty at the beginning of the spring term, from 1 January;
- b) if the lecturer commences duty at the beginning of the summer term, from 1 May, or from the first actual day of term if this is earlier than 1 May;
- c) if the lecturer commences duty at the beginning of the autumn term, from 1 September, or from the first actual day of term if this is earlier than 1 September;

provided that where the appointment immediately follows a period of employment other than teaching, payment of salary under this agreement shall begin from the date stated in the letter of appointment.

**4.2. Scales** (Insert Relevant Salary Scales).

**4.3. London allowance** (Insert Relevant Allowance).

**4.4. Placement on scales**

- i. On first appointment to any scale, the incremental point shall be determined by the employer, subject to the following minimum provision:

A lecturer shall be entitled to at least one increment on appointment to the Lecturer Grade where he or she holds:

- a relevant degree; and/or
- a relevant degree-equivalent professional qualification, and/or
- an approved recognised teacher training qualification.

- ii. Following a break in service, a lecturer reappointed to the same grade with the same employer shall be entitled to placement in that grade at an incremental point at least equivalent to the point achieved prior to the break.
- iii. A lecturer shall be entitled to an increase equivalent to at least one increment on promotion.
- iv. The institution may at its discretion award an additional incremental point where the lecturer achieves an approved teacher training qualification after appointment.

#### **4.5. Incremental progression**

- 4.5.1. A lecturer whether full-time or part-time shall be entitled to one increment on 1st September following appointment and each year subsequently provided that the lecturer has six months or more service in post on that date, subject to the maximum of his or her scale and to satisfying appropriate criteria for bar progression.
- 4.5.2. No increment shall be withheld in respect of any year of teaching service unless the service in that year has been declared unsatisfactory by the institution. In such a case payment of the increment in respect of that year shall be withheld only during the following year unless the institution otherwise expressly determines.
- 4.5.3. An institution is not precluded from counting a period or periods of secondment or unpaid leave from a post as 'service in post' where it considers that to be appropriate
- 4.5.4. Without prejudice to the lecturer being treated as if she had not been absent from her post in pursuance of sections 33 and 45 of the Employment Protection (Consolidation) Act 1978 or sections 35 and 48 of the Employment Protection Act 1975, a period of absence because of pregnancy or confinement shall count for incremental purposes if either it was provided for in the lecturers' conditions of service or throughout the period the lecturer enjoyed a right to return to work under the said provisions of the said Acts of 1978 or 1975.

#### **4.6. Salary scale and bar progression**

- 4.6.1. A lecturer on the Lecturer Grade who is responsible for a significant amount of work classified as Higher Education as defined in Schedule 6 of The Education Reform Act (1988) in the year in which he or she is on point 12 of the Lecturer Grade shall transfer to point (b) on the Senior Lecturer Grade when he or she becomes entitled to receive one further increment, subject to having satisfied the efficiency requirements. If the efficiency or work requirements are not satisfied he or she shall continue to progress on the Lecturer Grade and shall only transfer to the appropriate point on the Senior Lecturer scale when the requirements are subsequently satisfied. Lecturers who become eligible for transfer during the year they are on point 13, 14 or 15 of the Lecturer Grade shall transfer to the next higher point on the Senior Lecturer Grade. Lecturers who transfer to the Senior Lecturer Grade under these provisions shall be entitled to normal incremental progression on that Grade.\*\* The preceding paragraph shall not prevent the institution from promoting such a lecturer to Senior Lecturer before the lecturer would otherwise become eligible to proceed on to the Senior Lecturer scale.
- 4.6.2. A Senior Lecturer who has reached point 4 of that scale shall only proceed beyond that point where he or she is responsible for a significant amount of work classified as Higher Education during the year that he or she is paid on point 4 of the Senior Lecturer scale, or, if he or she fails to qualify in that year, in a subsequent year.
- 4.6.3. A Principal Lecturer who has reached point 3 of that scale shall only proceed beyond that point where he or she is responsible for a significant amount of work classified as Higher Education during the year that he or she is paid on point 3 of the Principal Lecturer scale, or, if he or she fails to qualify in that year, in a subsequent year.\*\*
- 4.6.4. For the purpose of 4.6.1 to 4.6.3

- a) "a significant amount" shall normally be interpreted as at least 50 per cent of the lecturers' work time during the year in question, and shall be calculated as an average per annum over the immediately preceding three years, if this is more favourable to the lecturer.
  
- b) level of work shall be classified as defined in Schedule 6 of the Education Reform Act 1988 and clause 3 of the Agreement.

4.6.5. The following rule applies to Lecturer/Senior Lecturer bar progression: Once lecturers are passed through the bar they will continue to progress up the Senior Lecturer scale; in view of this the balance of their timetables (as between advanced and non-advanced work) ought as a matter of policy to be broadly maintained in future years, unless there are compelling educational reasons to the contrary. Similarly, the timetables of those approaching the bar should be planned so that there is not a sudden increase in advanced work, without good reason, during, the year spent on the twelfth incremental point.

\* For the purpose of transferring sick pay entitlement clause 4 of the Agreed Contract governing continuous employment shall apply. \*\* Provisions governing staff on the Agreed Contract of Employment are further elaborated on in clause 2 Phase Two of the Agreement.