



Appendix 1 - Lecturers' General Terms and Conditions of Service

1. Working Week

The working week shall comprise of 35 hours, 2.5 of which may be worked in or out of college after due consultation with the management. These hours are exclusive of lunch hours and other recognised intervals for refreshments.

The normal weekly maximum class contact time shall be 24 hours. The annual maximum class contact time shall be 864 hours.

2. Increments

Progression to the scale maximum shall be by annual increment payable on 1 August each year, provided that on 1 August following initial appointment the lecturer shall receive an increment only where the contractual service amounts to 3 calendar months or more.

3. Annual Leave and Holiday Periods

The Leave Year within Orkney College is from 1 September to 3 August.

The annual leave entitlement with this post is 55 days including all public holidays.

All members of lecturing staff shall be entitled to a minimum 25 days continuous leave, excluding Saturdays and Sundays, during the months of June, July and August. Orkney College Management shall be entitled to negotiate with individual members of staff different patterns of leave, as required by the delivery arrangements of college courses.

Should you leave the Council's employment before the end of a leave year, your entitlement for that year will be calculated on a pro-rata basis, taken from 1 September immediately preceding, to the date of leaving accumulating at 4.5 days per calendar month.

Payment for all holidays will be at your normal salary rate, including Distant Islands Allowance.

4. Work Outside the United Kingdom (Statement required by Employment Rights Act 1996)

It is not anticipated that you will be required to undertake work outside the United Kingdom, unless otherwise specified.

5. Monthly Pay

All employees will normally be paid monthly by credit transfer to their bank on the 15th day of each month in respect of the month ending on that day.

6. Pension

You are subject to the Scottish Teachers' Superannuation Scheme which is contracted out of the State Second Pension. You will automatically be taken into the Scheme. You are entitled to opt out of the Scheme in order to make alternative pension provision at any time.

7. Sickness Absence

You will be required to inform your Supervisor / Section Head / Principal as soon as possible and no later than one and a half hours from your normal start time, on the first day of absence due to sickness.

If you are unable to return to work on the fourth day of absence you must inform your Supervisor / Section Head / Principal as soon as possible on that day.

Where the absence continues up to 7 days, on return to work, you will be required to self-certify the whole of your absence on the appropriate form which will be provided by the Council. Where the absence extends beyond 7 days, you will submit a Doctor's Fit Note.

An employee's entitlement to sickness allowance will depend on length of continuous service as follows:

Service at commencement of absence from duty	Full salary for a period of	Half salary for a period of
Less than 26 weeks.	Nil.	Nil.
26 weeks or more but less than 1 year.	1 month.	1 month.
1 year but less than 2 years.	2 months.	2 months.
2 years but less than 3 years.	4 months.	4 months.
3 years but less than 5 years.	5 months.	5 months.
5 years or more.	6 months.	6 months.

Payment of sickness allowance may be suspended where the Council has reason to believe that the absence is due to the employee's own misconduct, negligence, deliberate conduct which is prejudicial to recovery, or failure to observe the terms pertaining to the sickness allowance scheme.

Where an employee receives damages as a result of a non-work related accident, any sickness allowance made due to the accident must be repaid to the Council, unless the employee has been the victim of a violent crime and the damages are awarded by the Criminal Injuries Compensation Authority.

8. Travel Expenses

If you use your own vehicle on authority business you must possess an appropriate current driving licence with business insurance cover which you must evidence to the Authority when you take up your post and when requested thereafter. The appropriate mileage rate which may be claimed for use of your own vehicle is 45p per mile.

9. Disciplinary Rules and Procedure

A copy of the Council Staff Rules and Code of Conduct are available in the staff directory or from HR and Performance. Any breach of these rules or codes will render you liable to disciplinary action. The Council reserves the right to amend the Disciplinary Rules and Code of Conduct from time to time to take account of changing circumstances.

A formal procedure has been agreed for dealing with disciplinary matters and is detailed in the Authority's Disciplinary Procedure, a copy of which is also available in the staff directory or from HR and Performance. This procedure is a collective agreement between the Authority and the locally recognised trade unions.

Appeals against warnings may be made in writing to the Head of HR and Performance.

10. Grievance

If any difference or grievance should arise between yourself and the Authority, you should first raise this orally or in writing with your immediate supervisor. Alternatively where the matter concerns the supervisor, the issue should be referred, under the informal stage of the Procedure to the next level of management. Should the matter not be resolved at this level, subsequent steps are set out in the Authority's Grievance Policy and Procedure, a copy of which is available on the staff directory or from HR and Performance.

11. Code of Conduct

As a term of employment you will adhere to the principles of the Code of Conduct for Employees of Orkney Islands Council, a copy of which is available in the staff directory or from HR and Performance.

12. Confidentiality

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 Council) or divulge to any person, corporation, company or other organisation whatsoever any confidential information belonging to the Council or to any subsidiary organisation 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.

Confidential information shall include, but not be limited to, the following:

- A.** Information concerning the services offered or provided by the Council 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 Council document or other format which is available to the member of the public).
- B.** Any information relating to a proposed re-organisation, expansion or contraction of the Council's activities including such proposal which involves the activities of any other corporation or organisation.
- C.** Financial information relating to the Council (save to the extent that such information is published or readily available to the general public).
- D.** Details of the employees of the Council the remuneration and other benefits paid to them (unless this information is published or readily available to the general public).
- E.** Any information that you have been told is confidential or which you may reasonably expect to be confidential.
- F.** Any information that has been given to the Council in confidence by other individuals, companies or organisations.

All records, documents and other papers (together with any paper or electronic copies or extracts thereof) made or acquired by you in the course of your employment shall be the property of the Council and must be returned on the termination of your employment.

Any breach of confidentiality relating to the provisions of this clause will be considered a serious breach of discipline and will lead to action being taken under the Council's disciplinary procedure.

None of the foregoing affects disclosure under the provision of the Public Disclosure Act 1988.

13. Data Protection

In employing you, the Council shall process your personal data in compliance with the Data Protection Act 1998 (the "DPA"). You have a right of access to the personal data that the Council processes about you (although not all information that relates to you amounts to personal data).

Generally, the Council shall process your personal data for the purpose of administering the employment relationship, for administering (or assisting in the administration of) your pension and / or any other employee benefit, for administering the statutory and contractual sick pay system, for monitoring and assessing your performance or your compliance with the Council's policies and,

generally for administering all matters relating to the wider employment relationship. If the Council is subject to a re-organisation involving a third-party then certain of your details may be made available to that third party to facilitate that process. The DPA provides a lawful basis for processing your information for many of these purposes without the requirement of seeking consent, for instance, when these purposes are in the Council's legitimate interests or the processing is necessary to allow the Council to meet obligations or exercise rights which arise in the context of the employment relationship.

Without prejudice to the above and without limitation to the ability of the Council to process your sensitive personal data for other purposes, the Council shall process your sensitive personal data for the purposes of administering the employment relationship and, by signing these terms and conditions, you confirm that, where such processing is not necessary in order to exercise or perform any right or obligation arising in connection with your employment, such processing is done with your fully informed consent.

You may withdraw consent for the processing specified above by delivering a written notice to the Council, by recorded delivery at the Council's normal place of business. However, you should be aware that such withdrawal shall not exempt you from your obligations under these terms and conditions and that, in certain circumstances, the withdrawal of consent will, by its very nature limit the Council's ability to comply with its own obligations to you. Where, as a result of a withdrawal of consent for processing of specified above, the Council fails to fulfil any obligation owed to you under these terms and conditions then the Council shall not be in breach of contract as a result thereof.

Where you withdraw or subsequently refuse to give consent for processing of sensitive personal data the Council shall nonetheless be entitled to continue to process such sensitive personal data where they are otherwise entitled to do so in accordance with the DPA.

You acknowledge that if, during the course of your employment, you have access to personal data whether or not on computer and whether on the office or at home or elsewhere, you must take adequate precautions to ensure protection of that personal data so that neither the Council nor individuals are liable to prosecution as a result of a disclosure. You must comply with both the provisions of the DPA and the Council's own policies and procedures in this regard.

14. Copyright

The copyright in all records and documents made by you in the course of your employment shall belong to the Council.

15. Inventions and Patents

The provisions of sections 39 to 43 of the Patents Act 1977 ("the Patents Act") relating to the ownership of employee inventions and the compensation of employees for certain inventions respectively are acknowledged by the Council and by you.

You agree that, by the virtue of the nature of your duties and the responsibilities arising from them, you have a special obligation to further the interests of the Council within the meaning of section 39 (1) (b) of the Patents Act.

Any invention, development, process, plan, design, formula, specification, programme or other matter of work whatsoever (collectively “the inventions”) made, developed or discovered by you, either alone or in concert, whilst you are employed by the Council shall forthwith be disclosed to the Council and, subject to section 39 of the Patents Act, shall belong to and be the absolute property of the Council or such subsidiary or associated organisation as it may designate.

You shall at the request and cost of the Council (and notwithstanding the termination of your employment, howsoever arising) sign and execute all such documents and do all such acts as the Council may reasonably require:

- A.** To apply for and obtain in the sole name of the Council alone (unless the Council otherwise directs) patent, registered design, or other protection of any nature whatsoever in respect of the Inventions in any country throughout the world and, when so obtained, to renew and maintain the same.
- B.** To resist any objection or opposition to obtaining, any petitions or applications for revocation of, any such, patent, registered design or other protection.
- C.** To bring proceedings for infringement of any such patent, registered design or other protection.

The Council shall decide, in its sole discretion, whether and when to apply for patent, registered design or other protection in respect of an Invention and reserves the right to work any of the Inventions as a secret process. For the avoidance of doubt you shall observe obligations relating to confidential information, which are contained in this Agreement in respect of such Invention in addition to the information listed under the heading of Confidential Information.

You undertake to keep the Council advised of an address at which you can be contacted at all times from the date of termination of your involvement in work at the Council (and you hereby irrevocably authorise the Council as your agent to sign and execute any documents or do anything on your behalf (where permissible) to effect such assignation and / or obtain the said protection. Without prejudice to the foregoing, you shall further render all possible assistance to the Council (at the Council’s expense) both in obtaining and maintaining such protection.

16. Restrictions on Other Employment

Orkney Islands Council is deemed to be the main employer of anyone who is contracted for 24 hours or more per week. In these circumstances you shall not engage in any other business or take up any additional part time work without the Council’s prior approval.

17. Criminal Record Checks

If your post requires you have a satisfactory Disclosure Scotland clearance, either a standard or enhanced Disclosure clearance or Protecting Vulnerable Groups Scheme Membership, Orkney Islands Council requires that you inform your line

manager in writing of any contact you may have with the police on matters likely to affect your work, for example an interview under caution, a charge or receipt of a Police Warning.

You must report this immediately so that your employer can determine whether you are able to continue / resume your duties.

18. Work Specific Qualifications

If your post requires you have a specific qualification to perform your duties you must inform your line manager of any occurrence which may result in the loss of that qualification (e.g. driving licence).

19. Asylum and Immigration Act 1996

We have an obligation under Section 8 of the Asylum and Immigration Act 1996 to ensure that we employ only those who are legally permitted to work in the United Kingdom. You will be required to provide for our inspection evidence which confirms your right to work or be in the United Kingdom. Such document(s) should be provided before you take up your employment with the Council and appropriately thereafter if the evidence provided is of a temporary nature.