

Rheynn Ynsee, Spoyrt as Cultoor  
**The Department of Education, Sport and Culture**

## **TERMS AND CONDITIONS OF SERVICE FOR LECTURERS**

**Revision Date: November 2023**

Amendment Record (since March 2012 version)

<b>Part/Paragraph Number/Page No</b>	<b>Amendment</b>	<b>Date of Amendment</b>
6.3	Amend to include safeguarding statement	May 2012
Throughout	Update IOM College to IOM College of Further and Higher Education	May 2012
Appendix 9	Remove second paragraph	May 2012
Insert this amendment record		May 2012
6.11	Make changes to references	May 2012
2.2	Update paragraph with the references that apply to sessional lecturers	May 2012
12.4 and 12.5	Insert revised sections re HE remission	July 2012
Paragraph 14 Staff Meetings	Removal of items (a) and (b)	July 2012
Appendix 9	1 <sup>st</sup> sentence - removal of the word 'of' so ends ... learning and development	July 2012
Reference to Pensions Division	Amended to Public Sector Pensions Authority	July 2012
Amendment 34.2(a)	Amended reference from section 36 to section 35	August 2012
Appendix 4 – Disciplinary Procedure - new 2.4	Insert provision for right to be accompanied in circumstances where a lecturer is advised of an allegation of gross misconduct	October 2012
Appendix 4 – updated Disciplinary Procedure	Re-ordering of procedure as per JNC minutes	May 2013
Appendix 2, paragraphs 2.7; 8.3; Appendix 3, paragraph 2.10; Appendix 4, paragraph 2.15 and Appendix 5, paragraph 7	To include reference to Assistant HR Adviser post	October 2013
Section 36.7 - Maternity Pay, page 29	Amended wording to clarify maternity pay	October 2013
Paragraph 5(a)	Amended wording to reflect Professional Standards for Teachers and trainers	October 2014
Appendix 9	Amended Application form wording to remove the word 'revised'	October 2014
New Appendix 2 and re-numbering other appendices	Insertion of Professional Standards for Teachers and Trainers in Education and Training – England	October 2014
Updates in relation to incorporating role of Director of Education in procedures.	Appendix 3 – amend 2.5, 4.2 Appendix 4 – 2.8, 3.1, 3.4 Appendix 5 – 2.4, 4.2 Appendix 7 – to reflect the above in the table	October 2015
Change of organisation name from Isle of Man College of Further and Higher Education to University College Isle of Man	Amended organisation name	April 2016
Reinstate paragraph 7.3	Insert paragraph 7.3	June 2016

Remove reference to CITLLS/DITLLS and replace with 'formal initial teacher education'	Paragraph 12.2 amended	June 2016
Updated paragraph 6.5 in relation to declaring secondary employment	Paragraph 6.5 amended	October 2016
Update Dept name; Inclusion and Safeguarding name and procedures		June 2018
Replacement of Appendix 9 to	Replacement of Appendix 9	November 2018
update re Sessional Lecturers and remove references to Associate Lecturer		
Update to remove retirement age		January 2019
New paragraph 6.2 in relation to DBS checks	Insert new para 6.2	March 2019
Signed JNC constitution	Insert signed document	January 2020
Amendments to Performance Management and Appraisal Policy and insert CPD record	Changes to remove references to threshold and clearly state that additional increments are also subject to meeting requirements of Pay Policy. Insert CPD record	July 2020
Correct para numbering in 6.11	Para numbering changed from 6.9.4 to 6.10.4 and 6.9.5 to 6.10.5	Sept 2020
Insert revised Performance Management and Appraisal for Lecturers	Replacement of Appendix 8	November 2020
Amending application form on page 94 so has UCM logo and not IOMC	Replacement of application form on page 94	Feb 21
Amending Performance Management and Appraisal for Lecturers	Removing links to pay	March 2021
Additions to appraisal section previously included in the Pay Policy	Additions to appraisal section	October 2021
Various amendments	6.4 – amendments regarding mandatory training 7.3a – renumbering 7.2a 7.3bii – include summative and formative feedback 7.3v – remove course correspondence 7.3vi – add in course correspondence and reference to attendance registers 7.3x – curriculum development instead of market research 11 – remove reference to fractional/associate lecturers 35.3.2 – increase requirement for sick certificates to after 14 days 41 – remove reference to probationary lecturers and refer to newly appointed lecturers	March 2023
Amendments to appraisal documentation	Removing references to previous standards	May 2023

<p>Various amendments</p>	<p>Sessional lecturers as per Appendix 9 and add in sessional professional duties to Appendix 9 Numbering at 35.2  Update job titles eg CEO to Chief Officer; Director of Education to Direction of Strategic Advice for Education; Director of Strategy and Corporate Services to Deputy Chief Officer  Add in updated teacher standards  Capability procedure – add in wording from Pay Policy regarding no pay progression if on capability procedure  Changes to appraisal form and observation feedback</p>	<p>Nov 2023</p>
---------------------------	--	-----------------

# TERMS AND CONDITIONS OF SERVICE FOR LECTURERS

## Contents

1. FOREWORD .....	6
2. APPLICATION .....	6
3. CONTRACT OF EMPLOYMENT .....	6
4. INTERPRETATION .....	7
5. OVERRIDING REQUIREMENTS .....	7
6. EMPLOYMENT AND DUTIES OF LECTURERS .....	7
7. PROFESSIONAL DUTIES OF LECTURERS .....	9
8. TEMPORARY CHANGES IN WORKING HOURS .....	10
9. LEAVE ENTITLEMENTS .....	11
10. ARBITRATION .....	11
11. MONITORING .....	11
12. REMISSION FROM PEDAGOGIC WORK .....	12
13. DISCIPLINE, HEALTH AND SAFETY .....	15
14. STAFF MEETINGS .....	15
15. PROFESSIONAL DUTIES OF MANAGERS .....	16
16. TEMPORARY CHANGES IN WORKING HOURS .....	19
17. LEAVE ENTITLEMENTS .....	19
18. ARBITRATION .....	19
19. MONITORING .....	19
20. APPOINTMENT OF STAFF .....	20
21. MANAGEMENT OF STAFF .....	20
22. LIAISON WITH STAFF UNIONS AND ASSOCIATIONS .....	20
23. REVIEW .....	20
24. STANDARDS OF TEACHING AND LEARNING .....	20
25. PERFORMANCE MANAGEMENT OF NON LECTURING STAFF .....	20
26. STUDENT PROGRESS .....	21
27. PASTORAL CARE .....	21
28. DISCIPLINE AND HEALTH AND SAFETY .....	21
29. RELATIONS WITH OTHER BODIES .....	21
30. RELATIONS WITH THE DEPARTMENT .....	21
31. RELATIONS WITH OTHER EDUCATIONAL ESTABLISHMENTS .....	21
32. RESOURCES .....	21
33. PREMISES .....	21
34. APPOINTMENT: RESIGNATION: RETIREMENT .....	22
35. ABSENCE OF LECTURER FROM DUTY .....	24

36. MATERNITY .....	30
37. ADOPTION LEAVE AND PAY .....	32
38. PATERNITY LEAVE .....	33
39. PARENTAL LEAVE .....	34
40. RIGHT TO REQUEST FLEXIBLE WORKING .....	35
41. PROBATIONARY LECTURERS .....	36
42. RESTRUCTURING, REDEPLOYMENT AND REDUNDANCY .....	36
43. CAPABILITY .....	36
44. INDIVIDUAL AND COLLECTIVE GRIEVANCES .....	36
45. DISCIPLINARY PROCEDURE .....	36
46. FAIRNESS AT WORK POLICY AND GUIDANCE .....	36
47. EQUAL OPPORTUNITIES POLICY .....	36
48. MANAGING STRESS IN THE WORKPLACE .....	36
49. INSURANCE .....	37
50. TRAVELLING ALLOWANCES FOR LECTURERS .....	37
51. WHISTLEBLOWING .....	37
APPENDIX 1 - LEAVE OF ABSENCE .....	39
APPENDIX 2 – PROFESSIONAL STANDARDS FOR TEACHERS AND TRAINERS IN EDUCATION AND TRAINING – ENGLAND .....	38
APPENDIX 3 - CAPABILITY PROCEDURE .....	40
APPENDIX 3A - CAPABILITY ACTION PLAN .....	46
APPENDIX 4 - GRIEVANCE PROCEDURE .....	49
APPENDIX 4A - GRIEVANCE HANDLING .....	51
APPENDIX 5 - DISCIPLINARY PROCEDURE .....	56
APPENDIX 6 - PROCEDURE FOR THE CONDUCT OF ALL HEARINGS AND APPEALS .....	65
APPENDIX 7 - OVERVIEW OF CAPABILITY, GRIEVANCE AND DISCIPLINARY PROCEDURES .....	68
APPENDIX 8 - PERFORMANCE MANAGEMENT AND APPRAISAL POLICY .....	70
APPENDIX 9 – SESSIONAL LECTURERS .....	78
APPENDIX 10 - SUPPORT FOR LEARNING AND DEVELOPMENT .....	80
APPENDIX 11 - JOINT NEGOTIATING COMMITTEE CONSTITUTION .....	82

## **PART I**

### **TERMS AND CONDITIONS OF SERVICE FOR LECTURERS**

---

#### **1. FOREWORD**

The Department recognises its responsibility to provide employees with equitable terms and conditions of employment and to apply fair and effective employment policies.

In particular it is the Department's policy within available resources –

- to recruit the quality and number of employees required to meet the Department's present and future needs;
- to ensure that all employees and applicants for employment are treated equally and without discrimination;
- to encourage employees to acquire and develop experience, skills, knowledge and related qualifications necessary to perform their duties effectively;
- to provide relevant training to develop the potential of its employees;
- to establish, maintain and develop methods of work which enable effective and efficient performance by employees and satisfying working lives;
- to develop and maintain effective procedures for communicating, consulting and negotiating with employees on appropriate issues;
- to establish fair and effective procedures for the speedy resolution of disputes, grievances, disciplinary and capability matters in line with the formal delegation of authority document signed by the Chief Officer, Department of Education, Sport and Culture; and
- to provide and maintain, as far as reasonably practicable, a working environment that is safe and free from risks to safety, health and welfare.

#### **2. APPLICATION**

2.1. The full provisions of this document apply to all lecturers, including the Principal, Vice Principal, Assistant Principal and Programme Managers.

2.2. Sessional lecturers shall be covered by paragraphs as detailed in Appendix 9.

#### **3. CONTRACT OF EMPLOYMENT**

The Isle of Man Employment Act 2006 provides that particulars of terms of employment must be given to each employee, whether full-time, part-time or in job share, permanent or temporary, within 4 weeks from the date the employee starts his/her employment.

#### **4. INTERPRETATION**

In this document –

- “Articles of Government” has the meaning assigned to it by Section 33(2)(b) of the Education Act 2001;
- “the Department” means the Isle of Man Department of Education, Sport and Culture;
- “the governors” or “the governing body” means the body of governors of the College constituted in accordance with the provisions of Sections 5(1) and (2) of the Education Act 2001 and the Education (Miscellaneous Provisions) Act 2009;
- “Principal”, “Vice Principal” and “Assistant Principal” mean those appointed to these posts;
- “Education Council” means the body of Education Council members.

#### **5. OVERRIDING REQUIREMENTS**

Lecturers, shall carry out their professional duties in accordance with and subject to –

- (a) the Professional Standards for Teachers and Trainers in Education and Training - England
- (b) the provisions of the Education Act 2001 and the Education (Miscellaneous Provisions) Act 2009;
- (c) any orders and regulations having effect thereunder;
- (d) the Articles of Government of the University College Isle of Man (UCM), to the extent to which their content is prescribed by statute;
- (e) provisions of the Articles of Government the content of which is not so prescribed;
- (f) any rules, regulations, or policies laid down by Isle of Man Government and the Department of Education, Sport and Culture; and (g) the terms of his/her appointment.

#### **6. EMPLOYMENT AND DUTIES OF LECTURERS**

- 6.1. All appointments shall be subject to satisfactory medical and safeguarding checks, references and verification of identity and qualifications.
- 6.2. A lecturer must provide a DBS certificate prior to commencing work, as per 6.1 above and then subsequently, at least once, every 3 years throughout their appointment. Lecturers may wish to sign up to the DBS update service in order to do this.
- 6.3. A work permit must be obtained, prior to commencing work for all non-Manx workers.
- 6.4. The Department of Education, Sport and Culture is committed to safeguarding and promoting the welfare of children and young people and expects all staff and volunteers to share this commitment.

All staff have a responsibility for promoting and safeguarding the welfare of children and young persons for whom they are responsible, or with whom they come into contact and to adhere to, and ensure compliance with, the Isle of Man Safeguarding Children’s Board Inter Agency Child Protection



procedures and the school's Child Protection Policy at all times. If, in the course of carrying out the duties of the post, the post holder becomes aware of any actual or potential risks to the safety or welfare of children in the school, they must report any concerns to the designated Child Protection Officer.

All lecturers teaching students 16 years of age and under must undergo Department approved training on child protection. Lecturers are required to undertake mandatory training as directed by UCM.. Lecturers are also responsible in their classes for the health and safety of such students and also ensuring that students comply with the University College Isle of Man Code of Student Conduct.

- 6.5. Lecturers are required to notify the Principal of the University College Isle of Man as soon as possible in the event they are arrested, charged with, or found guilty of, any criminal offence. It is a disciplinary offence not to report any such offence and failure to comply with this instruction will lead to action under the Disciplinary Procedures.
- 6.6. A lecturer must declare to the Principal details of any secondary paid employment and under no circumstances must they receive remuneration for providing private tuition for students in their own class.
- 6.7. The lecturer's programme will be contained within a working year comprising 1170 hours of attendance, inclusive of 756 hours of pedagogic work having either a line management responsibility and/or managerial accountability for a course or course components, or a cross-college responsibility for a college wide activity or function) and 30 hours of in-service training, occupying up to 195 days.
- 6.8. The line manager shall agree with a lecturer a programme of activities for the following year such that the hours required for attendance do not exceed 1170 over the working year as defined in this agreement, or require the lecturer's attendance at the College for more than 30 hours in any one working week including such particular duties as may be assigned to him/her.
- 6.9. In determining the schedule of a lecturer's agreed workload for any year, the line manager shall plan that schedule so that:
  - 6.9.1. the lecturer is not required to attend for more than ten sessions in any one week, or for more than two sessions in any one day, or for more than two evening sessions in any one week;
  - 6.9.2. any two sessions in the same day are contiguous.
- 6.10. In determining the pedagogic work element of the lecturer's agreed workload for any year, the line manager shall timetable that element so that;
  - 6.10.1. no session exceeds three hours in length of actual class contact;
  - 6.10.2. contiguous sessions are separated by a break of at least one hour;
  - 6.10.3. all teaching sessions fall within the normal working week and teaching year as defined in this agreement;
  - 6.10.4. the hours devoted to pedagogic work do not exceed 756 over the working year as defined for a Lecturer.

6.10.5. the hours devoted to pedagogic work do not normally exceed 23 in any one week for a Lecturer.

In exceptional circumstances, where a lecturer's programme falls below the annualised maximum pedagogic duties for his/her grade, College management may require pedagogic duties up to 24 per week, within the contractual limits up to the maximum in that academic year;

6.10.6. the hours devoted to pedagogic work do not normally occupy a continuous period of more than fourteen weeks, exclusive of a half term break.

6.11. Cover for an absent colleague outside the limits specified at 6.10.4 and 6.10.5 shall be voluntary. Any authorised period of time spent teaching for an absent colleague under 7.2(a) of this agreement will be counted towards the required totals of 756 hours as defined in 6.10.4 above. Should the number of hours spent on pedagogic work exceed 756 hours, any excess will be remunerated as overtime at the end of the academic year, at the hourly rate appropriate to the level of the classes taught.

6.12. A lecturer shall receive a provisional teaching programme before the end of the term preceding the year or term for which the timetable is prepared. In this sub-paragraph "provisional" means subject to necessary modifications arising from student enrolment, other unforeseeable contingencies or by mutual agreement.

6.13. The normal working week is defined as the period from 0900 to 2115 hours on the five successive days, Monday to Friday.

6.14. A working day shall consist of 3 sessions, namely 0900 to 1315, 1300 to 1715 and 1700 to 2115.

## **7. PROFESSIONAL DUTIES OF LECTURERS**

7.1. It is agreed that the duties and responsibilities of lecturers are wide-ranging and are affected by continuous change in the structure, design and orientation of the service. The following list of activities indicates the reasonable scope of a lecturer's job, but should not be taken either to preclude possible extensions into new areas of work or to prescribe that every lecturer should undertake the whole range of tasks and assignments.

7.2. The annual programme of each lecturer will comprise activities from the two categories of pedagogic work and departmental duties.

7.3(a) Pedagogic work is the teaching of prescribed knowledge and skills and application of study methods and materials. These include:

- i. timetabled classroom, laboratory, studio, workshop or outdoor teaching
- ii. timetabled residential courses
- iii. timetabled support for open and distance learning
- iv. timetabled tutorial work
- v. timetabled study skills support

- vi. timetabled consultancy / full cost recovery / economically costed activity
- vii. timetabled supervision of placements, including off-site visits for work experience and vocational assessments
- viii. timetabled assessment and internal quality assurance of students' work within the normal allocation of pedagogic time to the course from which the students are drawn
- ix. timetabled course induction of groups of students
- x. cover for absent colleagues
- xi. invigilation of examinations
- xii. remission granted under the provisions of Section 12
- xiii. such other timetabled duties as may be required from time to time as a consequence of staffing procedures, changes to programmes of study, quality assurance etc, by agreement with the lecturer's line manager
- xiv. formal mentoring of colleagues undertaking initial teacher training.

b) Departmental duties are duties other than those listed in 7.3 (a) above which support the effective and efficient delivery of the curriculum. These include:

- i. preparation of lessons
- ii. marking and evaluation (summative and formative feedback) of students' work
- iii. design, development and administration of teaching materials and learning resources
- iv. non-timetabled tutorial work, including academic guidance, welfare and counselling
- v. interviewing and enrolment
- vi. course correspondence and recordkeeping including submitting timely attendance registers
- vii. attendance at team and committee meetings
- viii. oversight and appraisal of other members of staff
- ix. course review, evaluation and quality assurance
- x. curriculum development
- xi. liaison with schools and other stakeholders
- xii. such other non- timetabled duties as may be required from time to time as a consequence of changes to programmes of study, quality assurance etc, by agreement with the lecturer's line manager.

7.3 In agreeing the balance of activities in the lecturer's programme for the following year, the line manager and the lecturer shall take into account as well as the foregoing principles the following particular factors:

- i. numbers of students overall;
- ii. teaching group sizes, settings and the nature of the work undertaken, with special reference to the use of technical equipment, the methods of interaction, the procedures for assessment and the health and safety considerations;
- iii. the demands of new and innovative courses or components;

- iv. the obligations arising from the management of new, inexperienced or hourly paid staff;
- v. the effects of split site organisation.

## **8. TEMPORARY CHANGES IN WORKING HOURS**

8.1. The effect of this section is to enable lecturers to be available by mutual agreement of the line manager and the lecturer to undertake assignments which require working outside the limits upon their attendance and activities as specified in paragraph 6 which are set down in this agreement. Those limits have been established by the parties as safeguarding the capacity of the College and of the individual lecturer to deliver balanced and cost effective programmes at an acceptable level of quality.

8.1.1. Any such arrangement shall be valid only for the duration of the course or activity in respect of which it has been proposed.

8.1.2. The parties accept that any instance of a lecturer's agreeing or declining to agree to such an arrangement proposed by management must be held without prejudice or detriment to the lecturer's professional standing, treatment or prospects within the College.

8.2. The College undertakes not to use this provision to institute the systematic working of overtime hours, paid or unpaid, where a clear need for additional permanent staffing exists and this commitment will be monitored under the provisions of paragraph 10.

## **9. LEAVE ENTITLEMENTS**

9.1. The academic year is defined as the period from 1 September to 31 August. The working year during which a lecturer may be required to undertake duties at or on behalf of the College comprise up to 195 working days. The teaching year will be up to 180 working days. A lecturer is entitled to pay during any working days when the College closes by resolution of the Department.

9.2. A lecturer is entitled to take leave in a continuous period of not less than 30 working days between 1 June and 30 September in each calendar year, and to take other periods of leave (except public holidays and days of incidental closure) normally in whole weeks. In agreeing leave schedules, the line manager shall give special consideration to lecturers with children still at school.

9.3. A lecturer shall receive a leave schedule for the academic year as soon as possible after the beginning of that year and in any event not later than the end of October.

## **10. ARBITRATION**

In the event that a line manager and a lecturer fail to agree on the composition or scheduling of the lecturer's programme, the matter shall be referred to a panel chaired by a Senior Officer from the Department and consisting of a member nominated by the lecturer and a member nominated by the line manager. The parties to the procedure shall be bound by the principles and safeguards contained in this agreement.

A lecturer shall have the right to be accompanied by a lecturing colleague or a recognised staff representative.

## **11. MONITORING**

Documents illustrating the College's current employment of staff and hours will be furnished to the unions during the second term of each academic year. They will show:

- (a) allocations of full-time and part time staff and sessional hours to programme areas, departments and courses;
- (b) allocations of hours of pedagogic work to programme areas, departments and courses;
- (c) numbers of students and staff/student ratios attributed to programme areas, departments and courses.

## **12. REMISSION FROM PEDAGOGIC WORK**

In determining the pedagogic work element of the agreed workload for any year, the agreed maximum limits to the hours of pedagogic work may be reduced according to the following guidelines for remission.

### **12.1. Remission for Responsibility Allowance Postholders**

A lecturer holding a Responsibility Allowance is entitled to three hours remission per week during term-time from pedagogic duties.

### **12.2. Remission for Teacher Training**

A full-time lecturer undertaking formal initial teacher education is entitled to two hours remission from pedagogic duties per week during term-time up to a maximum of two years.

Continuation of remission from pedagogic duties depends upon the lecturer making satisfactory progress on the course.

### **12.3. Remission for Travel Time when Teaching Off-Campus**

Remission from pedagogic duties will be allowed for travel necessary to undertake teaching duties remote from the College campus at the rate of half pedagogic time against standard journey times such as those shown in the table below. For ease of administrative purposes the pedagogic allowance can be shown as a "block" at the end of each term, or short course.

<b>Single Journey College to:</b>	<b>Standard Journey Time</b>	<b>Pedagogic Allowance</b>
Ramsey	40 mins	20 mins
Prison at Jurby	40 mins	20 mins
Castletown	30 mins	15 mins
Peel	30 mins	15 mins
IOM University Centre	15 mins	7.5 mins
Hills Meadow	15 mins	7.5 mins

Remission will only be granted for extra travelling time actually and necessarily incurred. Travel time remission will only be allowed on individual staff timetables if the weekly scheduled pedagogic allowance exceeds 60 minutes in a week.

#### **12.4. Higher Education Courses – Remission for Teaching Development**

When a member of staff teaches a new (to them) subject on HE courses, there will be a developmental allowance of remission from pedagogic hours determined according to the table below. The “developmental allowance” applies only in the first year that a particular lecturer teaches a particular subject for the first time - a lower allowance is applied for subsequent years in which the lecturer teaches that HE course.

In summary, a multiplier of 2 hours for each pedagogic hour will apply in the first year; in subsequent years the multiplier will be 1.5 hours for each pedagogic hour.

<b>Higher Education courses, ie levels 4 and above</b>	<b>Pedagogic Hours</b>	<b>Remission from Pedagogic Hours</b>	<b>Total Pedagogic Hours (contact time) counted</b>
When subject/level taught is new to staff member	1	1	2 hours
Subsequent years	1	0.5	1.5 hours

“Section 7 – Professional Duties of Lecturers” gives guidance on what constitutes pedagogic work.

HE pedagogic hours, including remission, will be calculated as the number of HE hours per week, multiplied by the number of weeks taught, then increased by applying the appropriate multiplying factor (1.5 or 2).

### **EXAMPLE**

A 28 week HE course with 3 contact hours a week would be  $28 \times 3 = 84$  hours. If this is the first time the lecturer is teaching it, the hours will be counted as  $84 \times 2$  (168); if they have taught the subject before at that level, the hours will be counted as  $84 \times 1.5$  (126).

Where teaching is for less than a full module, eg where the teaching of a module is shared, the remission is determined on a pro-rata basis, agreed locally with the line manager.

#### **12.4.1. Dissertation Supervision**

Separate to the above, the amount of pedagogic time allocated for the supervision of dissertations has been proposed to be as follows, per annum, per student:

- |                                  |            |      |
|----------------------------------|------------|------|
| i. Undergraduate dissertation    | - 7 hours  | ii.  |
| MA dissertation                  | - 12 hours | iii. |
| Part-time MRes/MPhil/PhD student | - 25 hours | iv.  |
| Full-time MRes/MPhil/PhD student | - 50 hours |      |

The remission weighting of 1.5 hours pedagogic time per 1 hour of allocated supervision is to be applied, as in the example above, ie an allocation of 10.5 hours for supervision of an undergraduate dissertation ( $7 \times 1.5$ ).

#### **12.5. Higher Education Courses – Remission for Research and Scholarly Activity**

A lecturer may be granted remission from the annual total teaching hours to undertake research or equivalent scholarly activity to develop and maintain their subject authority for teaching at degree level or above. Prior to the end of the academic year, a lecturer will plan the use of this time for the next academic year for research and scholarly activity with the lecturer’s Programme Manager and submit to the Principal a justified request for remission time, including SMART objectives relating to the expected outcomes. If the Principal decides that the proposed use of time is compatible with the College’s higher education strategy, the remission time will be approved. Progress towards the objectives will be monitored and updated through the annual appraisal system. Any unsatisfactory progress will be taken into account when applications for remission are considered in future years.

For a lecturer aspiring to teach at Level 4 or above of the Qualifications and Credit Framework (QCF), the lecturer may apply for remission from the annual total

teaching hours to undertake research or equivalent scholarly activity to develop and maintain their subject authority for teaching at degree level or above. Prior to the end of the academic year a lecturer will discuss the need for remission time for the next academic year for research and scholarly activity with the lecturer's Programme Manager. If the Programme Manager agrees that the proposal would support the development plans of the Programme Area and that sufficient teaching time is available in the Programme Area to accommodate such a reduction in teaching time, the lecturer and the Programme Manager shall jointly submit to the Principal a justified request for remission time, including SMART objectives relating to the expected outcomes and a statement identifying how this time will be accommodated within the Programme Area's pedagogic commitments. If the Principal, following any consultation or investigation deemed necessary, decides that the proposed use of time is compatible with the College's higher education strategy, that the time proposed is justified, that the outcomes are appropriate and that the Programme Area can accommodate from within its own allocated resources the reduction in class contact time implied by the application, the remission time will be approved. Progress towards the objectives will be monitored and updated through the annual appraisal system. Any unsatisfactory progress will be taken into account when applications for remission are considered in future years.

### **13. DISCIPLINE, HEALTH AND SAFETY**

Lecturers should have responsibility for maintaining good order and discipline among the students and safeguarding their health and safety both when they are authorised to be on College premises and when they are engaged in authorised College activities elsewhere. Lecturers have a legal responsibility to take reasonable care of their own health and safety and that of other persons and students who may be affected by their acts or omissions at College. Lecturers also have a duty to co-operate with the Department including compliance with any legal obligations, safety, child/student protection, data protection and safe guarding procedures.

### **14. STAFF MEETINGS**

Lecturers shall participate in meetings reasonably arranged at College which relate to the lecturing programmes or the administration or organisation of the College, including pastoral arrangements.



## **PART II**

### **15. PROFESSIONAL DUTIES OF MANAGERS**

15.1. The duties and responsibilities of a manager are wide-ranging and are affected by continuous change in the structure, design and orientation of the service. The following list of activities indicates the reasonable scope of a manager's job, and shall not be taken either to preclude possible extensions into new areas of work or to prescribe that every manager should undertake the whole range of tasks and assignments.

15.1.1. The Senior Management team of the College is defined as the Principal, Vice Principals and Assistant Principal. This does not preclude any changes in future to the responsibilities of Senior Managers or the composition of the Senior Management team.

Senior managers have significant responsibilities in the following areas which account for most of their programme of activities:

1. College Management
2. Curriculum Management
3. Resources
4. Information Systems
5. Staffing
6. Staff Timetabling and Accommodation
7. Health and Safety
8. Students

The senior management team are required, on a rota basis, to be on call out of hours including weekends, including being required to attend College during these periods at short notice, if required.

In addition, there is a much reduced teaching commitment covering the areas specified in paragraph 15.2.

15.2. The annual programme for other managers may comprise involvement to varying degrees with the managerial activities detailed for Senior Managers as well as activities from the two categories of pedagogic work and departmental duties.

- (a) Pedagogic work is the teaching of prescribed knowledge and skills and application of study methods and materials. These include:
  - i. timetabled classroom, laboratory, studio, workshop or outdoor teaching
  - ii. timetabled residential courses
  - iii. timetabled support for open and distance learning iv. timetabled tutorial work
  - v. timetabled study skills support

- vi. timetabled consultancy / full cost recovery / economically costed activity
  - vii. timetabled supervision of placements including off-site visits for work experience and vocational assessment
  - viii. timetabled assessment and internal quality assurance of students' work within the normal allocation of pedagogic time to the course from which the students are drawn
  - ix. timetabled course induction of groups of students
  - x. cover for absent colleagues
  - xi. invigilation of examinations
  - xii. remission granted under the provisions of Section 12
  - xiii. such other timetabled duties as may be required from time to time as a consequence of changes to programmes of study, quality assurance etc, by agreement with the manager's line manager
  - xiv. Formal mentoring of colleagues undertaking initial teacher training.
- (b) Departmental duties are duties other than those listed in 7.2 (a) above which support the effective and efficient delivery of the curriculum. These include:
- i. preparation of lessons
  - ii. marking and evaluation of students' work
  - iii. design, development and administration of teaching materials and learning resources
  - iv. non-timetabled tutorial work, including academic guidance, welfare and counselling
  - v. interviewing and enrolment, course correspondence and recordkeeping
  - vi. cover for sickness absence
  - vii. attendance at team and committee meetings
  - viii. oversight and appraisal of other members of staff
  - ix. course review, evaluation and quality assurance
  - x. curriculum development and accreditation
  - xi. marketing research
  - xii. liaison with schools and other stakeholders
  - xiii. such other non-timetabled duties as may be required from time to time as a consequence of changes to programmes of study, quality assurance etc, by agreement with the manager's line manager.

15.3. In agreeing the balance of activities in the manager's programme for the following year, the line manager and the manager shall take into account as well as the foregoing principles the following particular factors:

- i. numbers of students overall;
- ii. teaching group sizes, settings and the nature of the work undertaken, with special reference to the use of technical equipment, the methods of interaction, the procedures for assessment and the health and safety considerations;
- iii. the demands of new and innovative courses or components;
- iv. the obligations arising from the management of new, inexperienced or hourly-paid staff;

- v. the effects of split-site organisation.
- 
- 15.4. The manager's programme will be contained within a working year occupying up to 205 days. The programme will include up to 30 hours of in-service training and an amount of pedagogic work to be determined by the Principal following consultation. For senior managers this will normally be in the range 144 - 216 hours per year and for other managers the total will normally be in the range 432 - 648 hours per year.
  - 15.5. The manager will have a programme which requires attendance for a minimum of 1230 hours per year. However, it is recognised that, as professionals, managers work many more hours than the minimum. Managers should not be scheduled for systematic overtime but it is recognised that there may be occasions where overtime cannot be avoided, e.g. short courses, cover for longer absence of staff or an established vacancy where no-one else has the expertise to deliver the teaching. By prior arrangement with the Principal, where such involves teaching, such hours will normally count towards the pedagogic total and, if appropriate, be paid as overtime.
  - 15.6. In determining the pedagogic work element of the manager's agreed workload for any year, the line manager shall timetable that element so that;
    - 15.6.1. no session exceeds three hours in length of actual class contact;
    - 15.6.2. contiguous sessions are separated by a break of at least one hour;
    - 15.6.3. all teaching sessions fall within the normal working week and teaching year as defined in this agreement;
    - 15.6.4. the hours devoted to pedagogic work do not exceed the agreed annual total;
    - 15.6.5. the hours devoted to pedagogic work do not exceed 10 in any one week for a senior manager or 20 in any one week for any other manager;
    - 15.6.6. the hours devoted to pedagogic work do not normally occupy a continuous period of more than fourteen weeks, exclusive of a half term break.
  - 15.7. Cover for an absent colleague outside the limits specified at paragraph 15.4 and paragraph 15.5 shall be voluntary. A period spent teaching for an absent colleague will be counted towards the required totals as specified in paragraph 15.4 and paragraph 15.6.5. Should the number of hours spent on pedagogic work exceed the limits specified, by prior arrangement with the Principal, these hours will, if appropriate, be paid as overtime.
  - 15.8. A manager shall receive a provisional teaching programme before the end of the term preceding the year or term for which the timetable is prepared. In this sub-paragraph "provisional" means subject to necessary modifications arising from student enrolment, other unforeseeable contingencies or by mutual agreement.

15.9. The normal working week is defined as the period from 0900 to 2115 hours on the five successive days, Monday to Friday.

15.10. A working day shall consist of 3 sessions, namely 0900 to 1315, 1300 to 1715 and 1700 to 2115.

## **16. TEMPORARY CHANGES IN WORKING HOURS**

16.1 The effect of this section is to enable managers to be available by mutual agreement of the line manager and the manager to undertake assignments which require working outside the limits upon their attendance and activities which are set down in this agreement. Those limits have been established by the parties as safeguarding the capacity of the College and of the individual manager to deliver balanced and cost-effective programmes at an acceptable level of quality.

16.1.1. Any such arrangement shall be valid only for the duration of the course or activity in respect of which it has been proposed.

16.1.2. The parties accept that any instance of a manager's agreeing or declining to agree to such an arrangement must be held without prejudice or detriment to the manager's professional standing, treatment or prospects within the College.

16.2. The College undertakes not to use this provision to institute the systematic working of overtime hours, paid or unpaid, where a clear need for additional permanent staffing exists and this commitment will be monitored under the provisions of paragraph 19.

## **17. LEAVE ENTITLEMENTS**

17.1 The academic year is defined as the period from 1 September to 31 August. The working year during which a manager may be required to undertake duties at or on behalf of the College comprise up to 205 working days. The teaching year will be up to 180 working days. A manager is entitled to pay during any working days when the College closes by resolution of the Department.

17.2 A manager is entitled to take leave in a continuous period of not less than 30 working days between 1 June and 30 September in each calendar year, and to take other periods of leave (except public holidays and days of incidental closure) normally in whole weeks. In agreeing leave schedules, the line manager shall give special consideration to managers with children still at school. Also, arrangements which enable holidays to be taken during the normal term time may be agreed if there is negligible additional cost to the Department.

17.3 A manager shall receive a leave schedule for the academic year as soon as possible after the beginning of that year and in any event not later than the end of October.

## **18. ARBITRATION**

In the event that a line manager and a manager fail to agree on the composition or scheduling of the manager's programme, the matter shall be referred to a panel chaired by a Senior Officer from the Department of Education, Sport and Culture and consisting of a member nominated by the manager and a member nominated by the line manager. The parties to the procedure shall be bound by the principles and safeguards contained in this agreement. A manager shall have the right to be accompanied by a colleague or recognised staff representative.

## **19. MONITORING**

Documents illustrating the College's current employment of staff and hours will be furnished to the unions during the second term of each academic year. They will show:

- (a) allocations of full-time and fractional staff (i.e. associate managers) and part-time hours to programme areas, departments and courses;
- (b) allocations of hours of pedagogic work to programme areas, departments and courses;
- (c) numbers of students and staff/student ratios attributed to programme areas, departments and courses.

## **20. APPOINTMENT OF STAFF**

Managers shall participate in the selection and appointment of the teaching and nonteaching staff of the College.

## **21. MANAGEMENT OF STAFF**

- 21.1. deploying and managing all teaching and non-teaching staff of the College and allocating particular duties to them (including such duties of the Principal as may properly be delegated to a deputy or other members of the staff) in a manner consistent with their conditions of employment, having regard to the nature and extent of their management responsibilities, and maintaining a reasonable balance for each lecturer between work carried out in the College and work carried out elsewhere;
- 21.2. considering in particular in relation to such allocation of duties how far the duties of the Principal may be delegated to a Vice Principal and/or Assistant Principal;
- 21.3. ensuring save in exceptional circumstances that a lecturer is assigned in the College timetable to every class or group of students;
- 21.4. ensuring that the duty of providing cover for absent lecturers is shared equitably among all lecturers taking account of their lecturing and other duties;
- 21.5. ensuring that lecturers receive information they need in order to carry out their professional duties effectively.

## **22. LIAISON WITH STAFF UNIONS AND ASSOCIATIONS**

Maintaining relationships with organisations representing lecturers and other persons on the staff of the College.

## **23. REVIEW**

Keeping under review the work and organisation of the College.

## **24. STANDARDS OF TEACHING AND LEARNING**

Evaluating the standards of teaching and learning in the College, and ensuring that proper standards of professional performance are established, maintained and improved wherever possible.

## **25. PERFORMANCE MANAGEMENT OF NON LECTURING STAFF**

Where appropriate, ensuring full participation in and timely completion of all documentation in respect of:-

- 25.1. the Performance Development Review Scheme for Civil Servants working within the College;
- 25.2. the Appraisal Scheme for Education Support Staff working within the College.

## **26. STUDENT PROGRESS**

Ensuring the progress of the students is monitored and recorded.

## **27. PASTORAL CARE**

Determining and ensuring the implementation of a policy for the pastoral care of the students.

## **28. DISCIPLINE AND HEALTH AND SAFETY**

Determining, in accordance with any written statement of general principles provided for students by the governing body, measures to be taken with a view to promoting, among the pupils, self-discipline and proper regard for authority, encouraging good behaviour on the part of the students, securing that the standard of behaviour of the students is acceptable and otherwise regulating the conduct of the students; making such measures generally known within the College, and ensuring that they are implemented. College managers have a legal responsibility to take reasonable care of their own health and safety and that of other persons and students who may be affected by their acts or omissions in College. They also have a duty of care to cooperate with the Department including compliance with any legal obligations, child protection, safeguarding and safety procedures.

Ensuring the maintenance of good order and discipline at all times during the College day.

## **29. RELATIONS WITH OTHER BODIES**

Promoting effective relationships with persons and bodies outside the College.

## **30. RELATIONS WITH THE DEPARTMENT**

Providing for liaison and co-operation with the officers of the Department and making such reports to the Department in connection with the discharge of the College's and individual's functions as required.

## **31. RELATIONS WITH OTHER EDUCATIONAL ESTABLISHMENTS**

Maintaining liaison with other education establishments with which the College has relationships.

## **32. RESOURCES**

Allocating, controlling and accounting for the financial and material resources of the College.

Budget management is delegated by the Chief Officer, Department of Education, Sport and Culture to the Principal of the University College Isle of Man who is responsible for management of the College budget in accordance with financial regulations. Allocated budgets must not be exceeded without the prior written authority of the Chief Officer.

The Principal is responsible for the management and direction of the Vice Principals and Assistant Principal.

**33. PREMISES**

Making arrangements for the security, maintenance and effective supervision of the College buildings and their contents and of the College grounds.

**PART III**  
**GENERAL PROVISIONS**

---

**34. APPOINTMENT: RESIGNATION: RETIREMENT**

**34.1. Payment of Salaries**

- (a) The Department shall pay the lecturer for his/her services an annual salary in accordance with the Scale and Regulations for the time being in force as approved by the Department of Education, Sport and Culture. The salary shall be payable by monthly instalments on the 25<sup>th</sup> of each month or the nearest working day before if this falls on a weekend or bank/public holiday.
- (b) Salary shall be paid to the lecturer –
- (i) if he/she commences duty at the beginning of the Autumn Term, from 1<sup>st</sup> September or from the first College day if this be earlier than 1<sup>st</sup> September;
  - (ii) if at the beginning of the Spring Term, from 1<sup>st</sup> January;
  - (iii) if at the beginning of the Summer Term, from 1<sup>st</sup> May or from the first College day if this be earlier than 1<sup>st</sup> May;
  - (iv) if the lecturer takes up his/her appointment during a term, from the first working day.
- (c) If a lecturer resigns his/her appointment or receives notice as hereinafter provided to terminate his/her appointment or if his/her appointment is terminated in accordance with the provisions of paragraph 35.5 –
- i. at the end of the Summer Term, he/she will be paid salary to 31<sup>st</sup> August, or if resigning to take up an appointment with another Authority or body of Managers or Governors, to the day preceding the day on which the College under the new Authority or body of Managers or Governors opens for the Autumn Term if this be earlier than 1<sup>st</sup> September.
  - ii. at the end of the Autumn term, he/she will be paid salary to 31<sup>st</sup> December.
  - iii. at the end of the Spring Term, he/she will be paid salary to 30<sup>th</sup> April, or if resigning to take up an appointment with another Authority or body of Managers or Governors, to the day preceding the day on which the College under the new Authority or body of Managers or Governors opens for the Summer Term if this be earlier than 1<sup>st</sup> May.

**34.2. Deduction of Salary**

Deductions from salary at the rate of 1/365 shall be made in respect of:

- sickness absence under the circumstances set out in section 35;



- where unpaid leave of absence occurs either with the permission of the Department (e.g. approved unpaid special leave) or without such permission (e.g. strike action or other unauthorised absence);
- time not worked under an approved phased return arrangement on the advice of the Department's Medical Adviser and where full and/or half sick pay has been exhausted;
- repayment of relocation expenses where a lecturer resigns or is dismissed within three years of appointment;
- where an overpayment of salary or expenses has been made; and
- where a lecturer resigns or is dismissed having received financial assistance for training/professional development and has signed an agreement to repay some or all of these monies should they leave the Department's employ within a specified timeframe.

### **34.3. Period of Notice and Termination of Contract**

#### **34.3.1. For Lecturers other than the Principal, Vice Principal, and Assistant Principal**

Except in the case of dismissal or other good and urgent cause as provided in the Disciplinary Procedure, the engagement of a lecturer may be terminated by the Department, subject to Manx Employment Legislation, or by the lecturer upon due notice in writing to that effect being given by either to the other party

- by the last day of February to cease employment on 30 April.
- by 31 October to cease employment on 31 December
- by 31 May to cease employment on 31 August

#### **34.3.2. For the Principal/Vice Principal/Assistant Principal**

Except in the case of dismissal or other good and urgent cause as provided in the Disciplinary Procedure the engagement of a the Principal/Vice Principal/Assistant Principal may be terminated by the Department, subject to Manx Employment Legislation, or by the postholder upon due notice in writing to that effect being given by either to the other party

- by 31 January to cease employment on 30 April
- by 30 September to cease employment on 31 December
- by 30 April to cease employment on 31 August.

### **34.4. Waiving or Varying Notice Periods and Payment in Lieu of Notice**

Nothing in these provisions shall prevent the respective parties from mutually agreeing to waive or to vary any notice period. However, if the lecturer requests and is allowed to leave voluntarily before the end of the period of notice, no payment in lieu will be made.

The Department may, in exceptional circumstances, pay in lieu of notice.

### **34.5. Retirement**

There is no compulsory retirement age. For further information, please refer to the Isle of Man Government Retirement Policy.

### **34.6. Pensions**

The Teachers' Superannuation Scheme is a contributory scheme administered by the Public Sector Pensions Authority, Isle of Man Government. The benefits are governed by the Teachers' Superannuation Order. The scheme automatically covers lecturers who have not elected to opt out of the scheme in order to make alternative pension provision. Members of the Teachers' Superannuation Scheme are contracted out of the State Second Pension Scheme (S2P).

### **34.7. Early Retirement**

A lecturer may retire early and receive immediate payment of benefits in accordance with the Teachers' Superannuation Scheme with enhancement, if appropriate, under the following conditions:-

a) On health grounds:

A lecturer may retire early due to ill health and may receive immediate payment of benefits in accordance with the Teachers' Superannuation Scheme, with enhancement if appropriate, in the case of full or partial ill health certified by the Department's Medical Adviser.

b) Redundancy

c) by voluntary early retirement

## **35. ABSENCE OF LECTURER FROM DUTY**

### **35.1. Leave of Absence**

- a) Lecturers are not permitted to absent themselves from work without leave during their ordinary working hours except for in the performance of duties connected with the ordinary work of the College.
- b) Applications for leave of absence other than for personal sickness must be considered by the Principal of the University College Isle of Man in the first instance who may authorise up to 5 days special leave. Special leave shall be unpaid other than either for the reasons listed at Appendix 1 or in exceptional circumstances when it must be approved by the Chief Officer, Department of Education, Sport and Culture or the Director of Strategic Advice for Education for consideration.
- c) Special leave for longer than 5 days must be approved by the Chief Officer, Department of Education, Sport and Culture, or Director of Strategic Advice for Education for consideration.
- d) Under no circumstances shall leave be granted for the purposes of extending College holiday periods.

### **35.2. Sick Leave and Sick Pay**

#### **35.2 Notification of Sickness Absence**

A lecturer who is prevented by illness from reporting for duty shall notify his/her line manager immediately and no later than 30 minutes before the start of the working day.

This will be recorded in line with Government procedures.

### **35.3. Certification Required**

- 35.3.1. Doctors do not give certificates of incapacity for work for absences of fourteen calendar days or less.
- 35.3.2. If the doctor is consulted within the first fourteen days of incapacity and is satisfied that the lecturer shall be unable to work for longer than seven days, the doctor may issue a medical certificate which covers only the forward period, in which case the lecturer must complete a sickness declaration form for the first seven days.
- 35.3.3. Subsequent medical certificates shall be submitted to cover the lecturer's absence if it extends beyond the period covered by the initial certificate, at the same intervals as required for National Insurance purposes, but exceptionally the Department may, in a particular case, require medical certificates to be submitted at more frequent intervals. In cases where the first medical certificate covers a period exceeding 14 days or where more than one certificate is necessary the lecturer must, before returning to work, obtain a final certificate as to his/her fitness to resume duties. The certificates required should normally be those issued for National Insurance purposes and should be forwarded by the College without delay to the Treasury
- 35.3.4. On return to work after any period of sickness absence a lecturer will certify in writing on the sickness declaration form the reason for such absence. His/her line manager will then complete Sections 3 and 4 of the notification of absence form.**
- 35.3.5. In order to obtain Income Tax and National Insurance relief on the sick pay element of monthly salary instalments, a Treasury Incapacity Benefit claim form (SC1) should be completed for absences over 4 days.

### **35.4. Sickness Absence(s) Giving Cause for Concern**

- 35.4.1. If a lecturer's sickness absence record is giving cause for concern the line manager shall draw this to the attention of the lecturer concerned and consider whether a referral should be made to the Department of Education, Sport and Culture's Medical Adviser.

Where a lecturer's absence is causing concern, the reasons for requesting such a referral may include:

- a. a period of 1-3 days absence on 3 separate occasions in any period of 12 months;
- b. a period of 4 days absence or more on 2 separate occasions in any period of 12 months;
- c. any other pattern or trend of absence which gives cause for concern;
- d. where there is a medical condition that may lead to premature retirement on the grounds of permanently impaired health;

- e. continuous sick leave for six weeks. Although each case shall be considered separately, if concern exists for an employee **prior** to the end of the 6 week period a medical referral shall be made significantly sooner e.g. where there are concerns regarding mental health e.g. stress, depression etc.

35.4.2. Referrals shall also be made when a lecturer is fit to attend work but is experiencing health difficulties, in order that advice may be obtained as to what actions may be taken to help and support the lecturer. This may include some adjustments in the workplace and/or to working patterns.

## **35.5. SICK PAY**

### **35.5.1. (a) Sick Pay**

Subject to the provisions of this scheme, a lecturer absent from duty owing to his/her illness (which term is deemed to include injury or other disability) shall be entitled to receive in any period of one year an allowance in accordance with the following scale:-

- During the first year of service: full pay for 25 working days and, after completing four calendar months' service, half pay for 50 working days.
- During the second year of service: full pay for 50 working days and half pay for 50 working days.
- During the third year of service: full pay for 75 working days and half pay for 75 working days
- During the fourth and successive years of service: full pay for 100 working days and half pay for 100 working days.

This scale is to be regarded as a minimum and the Department has the discretion to extend its application in any individual case.

**35.5.2.** (b) For the purposes of paragraph 35.5(a) above,

'service' means a recognised period of employment with the Department or any LEA, and such other teaching service as the Department may approve. Forms of equivalent service, for example war service, are not included in this expression. 'Working days' means the individual's normal working days and this full time sick pay allowance is pro-rated in accordance with the hours worked.

**35.5.3.** (c) For the purpose of calculating the allowances under paragraph 35.5(a) above, the year shall be deemed to begin on the 1<sup>st</sup> April of each year and end on the 31<sup>st</sup> March of the following year.

Provided that, in the case of a lecturer whose service commences on a date other than 1<sup>st</sup> April, such service shall be deemed, for the purpose of this scheme, to have commenced on the preceding 1<sup>st</sup> April, subject to the completion of four calendar months' service before half pay can be claimed, and provided also that in the case of a lecturer who is absent owing to illness on 31<sup>st</sup> March of any year, such lecturer shall not be entitled to a fresh allowance in respect of the following year until she/he has

resumed teaching duty (and sustained a return to work), the period from the 1<sup>st</sup> April until the return to duty being deemed to be part of the preceding year for the purposes of this scheme. There is no entitlement to a fresh allowance if the individual has not sustained a return to work for a period of longer than 4 working weeks. In the case of a lecturer transferred to the service of the Department from the service of another LEA, any sick pay paid during the current year by the previous Authority shall be taken into account in calculating the amount and duration of sick pay payable by the Department.

**35.5.4.** (d) For the purpose of paragraph 35.5.1(a) above, two half College days shall be deemed to be equivalent to one working day.

#### **35.5.5. Part-Time Lecturers**

Sick pay for part-time lecturers shall be pro-rated and based on the lecturer's normal time he/she is contracted to work. National Insurance benefit, where applicable, shall be deducted from his/her sick pay to ensure that sick pay, together with sickness benefit or injury benefit under the National Insurance Acts, does not exceed normal pay.

#### **35.5.6. Pay during Notice for Ill Health Retirement**

Where a lecturer is prematurely retired on the grounds of permanently impaired health he/she shall receive from the Department 12 weeks' notice of the termination of his/her contract, this notice to run from the date of a certificate issued by the Department's Medical Adviser.

#### **35.5.7. Option to Draw Unabated Sick Pay**

Special arrangements exist for lecturers to choose to be paid in full for periods of sickness absence – this is known as the option to draw unabated sick pay.

Without these arrangements, sick pay has to be reduced by the amount of Social Security benefit claimable from Treasury, although the total income receivable in either case shall be the same.

These arrangements exist only to provide a simpler method for the payment of sick pay for both lecturers and payroll officers but they can only apply when a lecturer is entitled to be paid **full pay** while on sick leave.

A lecturer can therefore choose either to -

- (i) receive full pay without abatement (i.e. without deduction of National Insurance benefit) provided the appropriate declaration is completed, or
- (ii) to receive sick leave pay abated by the amount of National Insurance benefit payable.

The pay of a lecturer who is receiving only half pay during sick leave must be adjusted to ensure that the half pay plus National Insurance benefit does not exceed full pay.

Income tax and National Insurance contributions are not payable on National Insurance benefit. Consequently, a lecturer who has elected to receive sick pay without deduction of National Insurance benefit is eligible to claim income tax relief on that portion of his/her sick pay which would have been abated had he/she not so elected. Treasury shall certify the

amount of National Insurance benefit which he/she would otherwise have been entitled to receive and the payroll officers shall make the necessary adjustments to pay.

### **35.5.8. Sickness absence prior to/during College closure periods**

Whilst sickness during College holidays will not affect the period of a lecturer's entitlement to sick leave allowance, it will be relevant insofar as deduction of benefit is concerned.

Thus, the rate of sick pay applicable to a lecturer in respect of sickness during closure of the College is the rate applicable to him/her on the last day before the closure. Where a lecturer, therefore is ill immediately preceding a College holiday and

- (i) he/she is on full sick pay, he/she continues on full sick pay, but the closure period is not counted against his/her sick leave and sick pay entitlement.
- (ii) he/she is on half sick pay, he/she continues on half sick pay, but the closure period is not counted against his/her entitlement;
- (iii) he/she has exhausted his/her sick pay entitlement and is not receiving any pay, he/she continues to receive no pay.

In the case of (i) and (iii) the lecturer may be put back on full (ordinary) pay by the procedure below:-

When a lecturer is ill immediately preceding a closure of the College, and has exhausted his/her sick pay allowance, or is on less than full pay, and recovers during the period of the closure, such lecturer will be deemed for the purpose of calculating the amount of salary due, to have returned to duty on the day he/she obtains a certificate that he/she is fit to return to College provided he/she actually returns to College on the first day after the period of the closure.

### **35.6. Conditions Applicable to Sick Leave and Sick Pay**

35.6.1. A lecturer may be required at any time to submit to medical examinations by the Department's Medical Adviser.

35.6.2. Where the Department's Medical Adviser recommends a phased return to work for a lecturer returning to work following a period of sickness absence and this can be accommodated by the College, the lecturer shall receive normal pay for the hours worked and the balance shall be treated as sick leave (e.g. if sick pay allowance has been exhausted, the remaining working time will be unpaid). A phased return to work allows a lecturer, on the advice of the Department's Medical Adviser, to gradually return to their full hours/duties over a period not exceeding 6 weeks.

35.6.3. In the case of absence due to accident certified by the Principal of the University College Isle of Man or other appropriate senior manager to have arisen out of and in the course of the lecturer's employment, including participation in any extracurricular or voluntary activity connected with the College, full salary shall in all cases be allowed subject to the production of medical certificates, from the day of the accident up to the date of recovery, but not

exceeding 100 working days. Where absence caused by accidents sustained in the course of employment exceeds the 100 working days on full pay, the Department shall examine the circumstances of each individual case and consider whether an extension of the period on full pay is appropriate. Absence resulting from such accidents shall not be taken into account in calculating the sick pay allowance in respect of any subsequent period of absence.

- 35.6.4. When the Department's Medical Adviser certifies that there is evidence to show a reasonable probability that an absence was due to an infectious or contagious disease contracted directly in the course of the lecturer's employment, full pay shall be allowed for such a period of absence as may be certified by the Department's Medical Adviser to be due to the illness, and such absence shall not be counted against the lecturer in calculating any future sick pay under the Scheme.
- 35.6.5. A lecturer residing in a house in which some other person is suffering from an infectious disease shall immediately notify the Principal of the University College Isle of Man, who shall in turn notify the Chief Officer, Department of Education, Sport and Culture, and the lecturer shall, if required, take such precautions as may be prescribed, provided that if in the opinion of the Department's Medical Adviser it is considered inadvisable, notwithstanding such precautions, for such lecturer to attend duty, full pay shall be allowed during the enforced absence from duty. The period of absence under this paragraph shall not be reckoned against the lecturer's entitlement to sick leave or sick pay.
- 35.6.6. If the absence of the lecturer is occasioned by the actionable negligence of a third party in respect of which damages are recoverable, he/she shall advise the Department forthwith, and the Department shall require the lecturer to refund a sum equal to the aggregate of the allowance paid to him/her during the period of disability or such part thereof as 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 Department will require full details and will determine the actual proportion of the allowances to be refunded by the lecturer.
- 35.6.7. If the Department is of the opinion that the disability which has occasioned the lecturer's absence from work is due to his/her misconduct or he/she has been guilty of conduct prejudicial to his/her recovery, the payment of any allowance may be suspended by the Department, provided that in any such case the Department shall inform the lecturer of the grounds upon which the payment of the allowance has been suspended and afford him/her an opportunity of making an appeal to the Department. He/she shall have the right of a personal hearing at the Department meeting at which his/her appeal will be considered. If the Department decides that the disability was

due to the misconduct of the lecturer, or that he/she has been guilty of conduct prejudicial to his/her recovery, then the lecturer shall forfeit his/her right to any payment or further payment of allowance in respect of that period of absence.

## **36. MATERNITY**

### **36.1. Maternity Leave and Pay**

The periods of absence before and after the confinement shall together constitute the period of maternity leave.

### **36.2. Length of Maternity Leave**

A lecturer may remain absent from work by reason of maternity for a period of 26 weeks ordinary maternity leave followed immediately by a further 26 weeks additional maternity leave totalling a calendar year.

Should a lecturer wish to take less maternity leave, the lecturer must give 28 days' notice to the Department of the date she would like to return and must take a minimum of 2 weeks compulsory maternity leave following the birth of the baby.

### **36.3. Notification**

A lecturer shall inform the Department, in writing, before the end of the 15<sup>th</sup> week before the expected week of childbirth. The expected week of childbirth commences on the Sunday immediately preceding the expected date of childbirth and will remain the same if the expected date of childbirth is the Sunday. Notification shall include confirmation that the lecturer is pregnant, the date she wishes maternity leave to commence and the expected week of childbirth. The earliest maternity leave may commence is 11 weeks before the expected week of childbirth.

The lecturer shall provide the maternity certificate (MATB1) available from the GP or midwife not later than 21 days before starting maternity leave.

### **36.4. Risk Assessment**

To ensure the risk assessment undertaken by the line manager takes account of all relevant factors, the lecturer is required to advise the line manager immediately of any medical advice received. As a result of their risk assessment, the line manager may transfer the lecturer into a suitable alternative position within the College or the Principal may consider suspension on full pay until maternity leave is due to commence.

### **36.5. Changing the Start Date of Maternity Leave**

Where a lecturer wishes to change the commencement date of her maternity leave, she is required to give the Department 28 days' notice in writing.

Maternity leave will be triggered automatically where:-

- (i) The baby is born earlier than the intended start of maternity leave where the maternity leave will start on the first day of absence.
- (ii) The lecturer is absent from work due to a pregnancy related illness in the 4 weeks prior to the expected due



date, the maternity leave will commence on the date following the first complete day that the lecturer is absent from work.

- (iii) In the event of still birth after 24 weeks of pregnancy, maternity leave will commence on the first day of absence.

### **36.6. Right of Return**

A lecturer returning to work after the 26 week's ordinary maternity leave period has the right to return to the same job on the same terms and conditions, as if she had not been absent. A lecturer returning to work after a period of additional maternity leave is entitled to return to the same job on the same terms and conditions as if she had not been absent, unless it is not reasonably practicable for her to do so. In which case, she should be offered a similar job on conditions that are no less favourable than her original job.

### **36.7. Maternity Pay**

There is no statutory entitlement to maternity pay on the Isle of Man as there is in the UK, however a lecturer is paid during the aforementioned period of absence for maternity as follows:-

**For the first 4 weeks of absence** – full pay with deduction of flat-rate maternity allowance and any other additions which may accrue; provided that the total weekly payment shall not be less than nine tenths of a week's salary reduced only by flat-rate maternity allowance.

**For each of the next 2 weeks of absence** – nine tenths of a week's salary with deduction of flat-rate maternity allowance.

**For each of the next 12 weeks** – half pay without deduction of maternity allowance except to the extent to which the combined pay and allowances may exceed full pay

**For any remaining period of absence** up to the date of return notified by the lecturer – absence without pay.

### **36.8. Maternity Allowance**

A lecturer who meets the qualifying conditions based on their recent employment and earnings record may claim Maternity Allowance from the Treasury for up to 39 weeks.

### **36.9. Conditions Governing Maternity Pay**

- a. No part of the above period of maternity leave with pay shall be treated as sick leave
- b. Maternity pay shall be paid on the condition that a lecturer returns to work for a minimum of 13 weeks immediately following maternity leave. In the event she does not return to work for 13 weeks, the maternity pay shall be repaid.
- c. A lecturer with at least 2 years continuous service with the Department shall be entitled to retain the first six weeks' payment.
- d. The requirement to return to work for at least 13 weeks may be reduced at the discretion of the Department

- e. Following a return to work, the normal provisions for termination of employment shall apply.
- f. The period of 13 weeks (inclusive of College holidays and date of College closure) shall run from the date on which the lecturer returns to work or the date during the College holiday she is deemed available for duty.
- g. Where the date on which maternity leave terminates occurs during a College holiday, the lecturer shall be deemed to be available for duty and on full salary from such date, although the salary may be withheld until such time as the lecturer has returned to duty.

### **36.10. Other Absence Related to Maternity**

- (i) Other than where maternity leave has been triggered automatically (see paragraph 36.5), absence on account of illness which is due or attributable to the pregnancy and which occurs before maternity leave has commenced shall be treated as sick leave provided it is covered by a doctor's certificate, including absence due to miscarriage. Such absences shall be subject to the sick leave provisions.
- (ii) The Department may, by notice in writing, postpone a lecturer's return to work for up to 4 weeks. Such notice shall specify the reason for the postponement.
- (iii) If, in the early months of pregnancy, a lecturer is advised by her doctor not to attend College due to the risk of rubella, she shall be granted special leave with full pay, provided that she does not unreasonably refuse to work where there is no such risk.

### **36.11. Antenatal Care**

Where it is not possible to obtain antenatal appointments outside of working hours, a lecturer shall be entitled to reasonable paid time off to attend antenatal appointments, which would include doctor and midwife appointments, hospital clinics, relaxation classes, aquanatal and parentcraft classes. A lecturer is required to provide documentation to the line manager confirming appointments and should advise of these as far in advance as possible.

## **37. ADOPTION LEAVE AND PAY**

Adoptive parents are entitled to adoption leave upon the same basis and subject to similar conditions as they would become entitled to maternity leave, were they to become natural parents, subject to the following provisions:-

- The child(ren) to be adopted must be under 18 years of age
- Adoption leave shall only apply where the child(ren) is/are newly placed with adoptive parents; it shall not apply to adoptions by step parents or foster carers where there is already an established relationship.
- There shall be no entitlement to claim maternity allowance from the Treasury; but an adoption allowance may be payable, in the same way as maternity allowance.
- If the adoption arrangement breaks down during the period of adoption leave and this results in the adopted child(ren) leaving the lecturer's care, the adoption leave will end one week after that event.
- If more than one child is placed for adoption as part of the same arrangement, only one period of adoption leave is available.

- Where both parents are employed by the Department of Education, Sport and Culture only one shall receive the adoption leave and the other shall receive paternity leave.

### **37.1. The Right to Adoption Leave**

To be entitled to Ordinary Adoption Leave (equivalent to Ordinary Maternity Leave) –

- The lecturer must have provided the Department with a copy of the matching certificate issued by an approved adoption agency detailing the name and address of the adoption agency, the date on which notification was received of the lecturer having been matched with the child(ren) and the date on which the agency expects the child(ren) to be placed with the lecturer.
- Where the child(ren) is/are to be adopted by a couple jointly, the lecturer must have chosen to be treated as the adopter for this purpose.
- The lecturer must have notified the adoption agency that he/she agrees that the child(ren) should be placed with him/her and confirmed the date of such placement commencing.
- The lecturer must have notified the Department of the intention to take adoption leave within 7 days of being notified by the adoption agency of being matched with a child(ren). The adoption leave commencement date may be varied subsequently provided 28 days' notice is given or as much notice as is reasonably practicable.

### **37.2. Length of Adoption Leave**

A lecturer may remain absent from work by reason of adoption for a period of 26 weeks ordinary adoption leave followed immediately by a further 26 weeks additional adoption leave totalling a calendar year.

Should a lecturer wish to take less adoption leave, the lecturer must give 28 days' notice to the Department of the date he/she would like to return.

## **38. PATERNITY LEAVE**

38.1. Lecturers with 26 weeks' or more service shall be entitled to 10 days paternity leave, 5 of which shall be paid and 5 unpaid. The lecturer can choose to take either one or two week's paternity leave but not odd days. Paternity leave must be taken within 56 days from the date of birth/ date the child(ren) were placed with the adopter.

38.2. To qualify for paternity leave, the lecturer must be the child's biological father, married to the child's mother, or be the partner of the child's mother. However, if the lecturer is not the child's father and the biological father has the responsibility for the upbringing of the child, the lecturer is not entitled to paternity leave.

For the purposes of deciding if an employee is eligible for paternity leave, a partner is someone who lives with the mother of the baby in an enduring family relationship but is not an immediate relative. (That is not the mother's parent, grandparent, sister, brother, aunt or uncle). 'Partner' may include a female partner in a same-sex couple.

38.3. To claim paternity leave, the lecturer must inform the Department of the following:-

- a. the expected week of the child's birth/matching week
  - b. the date paternity leave is to commence
  - c. whether the lecturer wishes to take one or two weeks paternity leave
  - d. the child's date of birth once he/she has been born/ the actual matching date
- 38.4. In the event the birth/adoption occurs earlier or later than expected, paternity leave may be taken as appropriate after the actual birth/adoption placement has occurred. The lecturer must give as much notice as possible to any changes in dates.
- 38.5. A lecturer will be eligible for paternity leave and pay on the adoption of their child(ren) if:-
- a. the lecturer has responsibility for the child(ren)'s upbringing.
  - b. the lecturer is married to or the partner of the child(ren)'s adopter.
  - c. the lecturer has been employed continuously by the Department for 26 weeks or more prior to the child(ren)'s adopter being notified of being matched with the child(ren).
  - d. the lecturer has given the Department notification of the intention to take paternity leave within 7 days of the date on which the adopter is notified of being matched with the child(ren).
  - e. the lecturer is taking time off either to support the adopter or to care for the newly placed child(ren).

## **39. PARENTAL LEAVE**

### **39.1. Eligibility for Parental Leave**

Under the Parental Leave Regulations 2007, employees who have or expect to have responsibility for a disabled child under 18 years of age who have completed 12 months' service may take up to a maximum of 18 weeks' unpaid leave before their child reaches 18 years of age. Parental leave must be taken in blocks of one week and the maximum amount of parental leave that can be taken in any one year is 4 weeks for each disabled child.

**NOTE** A disabled child is a child who is entitled to a disability living allowance payable by the Treasury in accordance with Part III of the Social Security Contributions and Benefits Act 1992 (an Act of Parliament) as it has effect in the Island.

39.1.1. Parental leave is taken in addition to annual leave and any right to statutory bank/public holidays.

39.1.2. Before taking any parental leave, the lecturer must give the Department at least 21 days' notice and at the time of giving notice, give the dates when the parental leave is to commence and finish.

39.1.3. To qualify for parental leave, a lecturer must have parental responsibility for the child. This is defined in the Children and Young Persons Act 2001 as being one of the following:-

- mother

- father, if he is or was married to the mother, or if parental responsibility is given to him by a court order or a formal agreement with the mother
- guardian appointed by the court, or by a deceased parent
- person in favour of whom a residence order is made

39.1.4. The disabled child does not need to be living with the lecturer for the lecturer to be entitled to parental leave.

### **39.2. Evidence of Entitlement to Parental Leave**

The Department is entitled to ask for the following evidence:-

- child's birth or adoption certificate or court order
- the child's date of birth
- for adopted children, the date of placement of adoption
- that disability living allowance is payable in respect of the child
- whether any parental leave has been taken with previous Local Authorities

### **39.3. Postponement of Parental Leave**

If the Department feels that the lecturer's absence due to parental leave will unduly disrupt the College/education/students, the Department has the right to postpone leave for up to 6 months. In such circumstances, the Department will provide written notification specifying the reason(s) for postponement within 7 days of receiving the request as well as setting out new dates for the leave.

### **39.4. Contractual Terms**

The lecturer is entitled to normal contractual terms and conditions whilst on parental leave except for basic salary payments. As part of this pension rights and payments remain unaffected.

The lecturer has the right to return to the same job on the same terms and conditions of employment unless a redundancy situation has arisen.

## **40. RIGHT TO REQUEST FLEXIBLE WORKING**

40.1. Employees with 26 weeks' qualifying service have a right to make a request for flexible working to care for a dependant as defined by the Flexible Working Regulations 2007. It cannot be made for any other purpose. Under the Flexible Working Regulations 2007, a dependant is defined as:-

- The employee's husband or wife
- A child under the age of 6 years of age (including an adopted or foster child).
- A disabled child under the age of 18 (a child is "disabled" if disability living allowance is payable in respect of him or her)
- A parent

- A person who lives in the same household as the employee, but is neither an employee, tenant, lodger or boarder of the employee nor a child who is excluded by age from eligibility

Under the Regulations, employees' and managers must follow a set procedure governed by statutory time limits when making and considering requests for flexible working. The only grounds on which the employee's request for flexible working can be refused are on one of the following:-

- i. the burden of additional costs
- ii. its detrimental effect on the business's ability to meet customer demand
- iii. inability to re-organise the employee's work among existing staff
- iv. inability to recruit additional staff
- v. a detrimental impact on quality
- vi. a detrimental impact on performance
- vii. insufficiency of work during the period the employee proposes to work
- viii. planned structural changes

If the request is successful, the new working pattern will be a permanent change unless a trial period is agreed.

40.2. An employee may not make a request for flexible working if he/she has made such a request under the Regulations in the previous 12 months (whether or not the request was successful).

40.3. An employee may appeal the decision if they are dissatisfied with the Department's decision to refuse his/her request for flexible working. The notice of appeal must be within 14 days after the date on which the decision was notified. The appeal must be in writing, set out the grounds of appeal and be dated. The Department will arrange an appeal hearing to take place within 14 days after receiving the notice of appeal. The outcome of the appeal will be notified in writing within 14 days after the date of the meeting.

#### **41. NEWLY APPOINTED LECTURERS**

All full-time and part-time qualified lecturers may be required to undertake a period of induction when taking up their first appointment at University College Isle of Man in accordance with the Department's current procedure.

#### **42. RESTRUCTURING, REDEPLOYMENT AND REDUNDANCY**

Where redundant posts are identified, these will be handled in line with the Department's Redeployment and Redundancy Policy and Procedure, therefore redundancy will be very much the last resort.

#### **43. CAPABILITY**

The Capability Procedure is set out in Appendix 2 of this document.

#### **44. INDIVIDUAL AND COLLECTIVE GRIEVANCES**

The Grievance Procedure is set out in Appendix 3 of this document.

#### **45. DISCIPLINARY PROCEDURE**

The Disciplinary Procedure including arrangements for suspension and dismissal are set out in Appendix 4 of this document.

#### **46. FAIRNESS AT WORK POLICY AND GUIDANCE**

Isle of Man Government has a Fairness at Work Policy and Guidance. Copies may be obtained from the Office of Human Resources. .

#### **47. EQUAL OPPORTUNITIES POLICY**

The Department has an Equal Opportunities Policy and Procedures. Copies may be obtained from the Office of Human Resources.

#### **48. MANAGING STRESS IN THE WORKPLACE**

Isle of Man Government has a Prevention and Management of Work-Related Stress Policy and Processes. Copies may be obtained from the Office of Human Resources.

#### **49. INSURANCE**

##### **49.1. Injury to Lecturers**

Government's Employer's Liability Policy covers the Government's legal liability for an employee's death or injury arising from their employment.

There is no fixed benefit for employees and the amount paid out might depend on the outcome of a court case for compensation for negligence etc.

##### **49.2. Loss or Damage to Personal Property**

A lecturer shall be entitled to such compensation for loss or damage to personal property sustained during the course of his/her duties at the College or during approved out of College activities in accordance with the Department's insurance subject to such property not being covered by the lecturer's own household insurance.

##### **49.3. Lecturers on "Out of College" Activities**

A lecturer or his/her dependents shall in certain circumstances be entitled to compensation for death, personal loss or injury sustained during activities voluntarily undertaken out of College but during a College activity which is outside the scope of his/her contract of service.

##### **49.4. First Aid**

The Government carries substantial Public Liability Insurance which would indemnify both Government and a lecturer carrying our First Aid treatment in the event of third party death, bodily injury or property damage, arising from negligence.

##### **49.5. Motor Insurance**

If an employee's personal motor insurance policy covers business use, or if the employee is a named driver on another person's motor insurance policy and there is a specific endorsement covering the employee for business use, the employee is insured to transport students should he/she be requested to do so in the course of his/her employment. Lecturers are advised not to put themselves at risk by transporting singleton students when unaccompanied.

## **50. TRAVELLING ALLOWANCES FOR LECTURERS**

Lecturers who are required to undertake journeys to facilitate the discharge of their duties shall be entitled to travelling allowances in respect of those journeys. Payment will be in accordance with the current Government mileage allowances, details of which may be obtained from the Department's Finance Division.

## **51. WHISTLEBLOWING**

The Department of Education, Sport and Culture is committed to the highest possible standards of openness, probity and accountability. In line with that commitment, lecturers with any major concerns that fall outside the scope of existing internal procedures are encouraged to voice them to the appropriate manager. Examples would include:-

- fraud, bribery, corruption
- undue favour shown, either on a contractual matter or to a job applicant
- disregard for legislation, particularly in relation to health and safety in the workplace.

As a general guide, a lecturer should report concerns if he/she considers it would be in the public interest for intervention to stop the malpractice and, if appropriate, for sanctions to be applied. A lecturer making a disclosure in good faith is protected against any detriment for exercising this right.

**Chief Officer**  
**Department of Education, Sport and Culture**

The Department of Education, Sport and Culture  
Department of Education, Sport & Culture  
Thie Slieau Whallian, Foxdale Road, St John's, Isle of Man, IM4 3AS



## APPENDIX 1 - LEAVE OF ABSENCE

**The following list, which is not exhaustive, contains examples of circumstances in which leave of absence will normally be granted:**

The Principal of the University College Isle of Man may approve special leave requests **for up to 5 days**. In exceptional circumstances, special leave requests **beyond 5 days**, may be approved by the Chief Officer, Department of Education, Sport and Culture, Deputy Chief Officer or Director of Strategic Advice for Education.

### PAID LEAVE OF ABSENCE

Absence with pay is normally granted for the following reasons:

- Birth of child
- School/College Governor
- Hospital appointment
- Emergency dental appointment
- Court attendance
- Jury service
- Magistrate/Justice of the Peace
- Interview
- House removal
- Serious illness of parent/partner/son/daughter
- Bereavement of a parent/partner/son/daughter
- Wedding of a close relative
- Own/child's degree ceremony
- Ante natal visit
- Pre-adoption visit
- Undertaking an examination in connection with a course of study
- Participating in the work of recognised examination boards
- Facility Time
- Other extenuating circumstances.

### UNPAID LEAVE OF ABSENCE

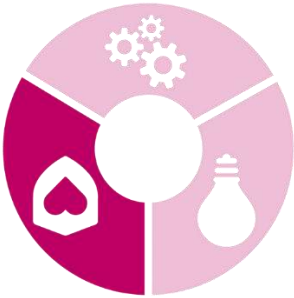
Special leave to care for ill children should be unpaid, unless the child is seriously ill, i.e. has been hospitalised on or off Island, or is suffering from a life threatening illness.

**Under no circumstances shall special leave be granted in order to extend holidays beyond College holiday periods, or to allow lecturers to take long weekend breaks.**

## APPENDIX 2 – PROFESSIONAL STANDARDS FOR TEACHERS AND TRAINERS IN EDUCATION AND TRAINING

### The three domains of practice

They consist of 20 standards organised into three domains of practice, which are visualised below.



#### Professional Values and Attributes

Seven standards to help you develop your own judgment of what works and does not work in your teaching and training.



#### Professional Knowledge and Understanding

Five standards which highlight the importance of subject knowledge, teaching expertise, knowledge-sharing, supporting learners with educational difficulties, and professional responsibilities.



#### Professional Skills

Eight standards which support you to master planning, motivation, coaching and assessment strategies to enable your learners to make excellent progress.

#### Professional Values and Attributes

1. Critically reflect on and evaluate your practices, values, and beliefs to improve learner outcomes.

2. Promote and embed education for sustainable development (ESD) across learning and working practices.
3. Inspire, motivate, and raise aspirations of learners by communicating high expectations and a passion for learning.
4. Support and develop learners' confidence, autonomy and thinking skills, taking account of their needs and starting points.
5. Value and champion diversity, equality of opportunity, inclusion and social equity.
6. Develop collaborative and respectful relationships with learners, colleagues and external stakeholders.
7. Engage with and promote a culture of continuous learning and quality improvement.

## **Professional Knowledge and Understanding**

8. Develop and update knowledge of your subject specialism, taking account of new practices, research and/ or industry requirements.
9. Critically review and apply your knowledge of educational research, pedagogy, and assessment to develop evidence-informed practice.
10. Share and update knowledge of effective practice with colleagues, networks and/or research communities to support improvement.
11. Develop and apply your knowledge of special educational needs and disabilities to create inclusive learning experiences.
12. Understand your teaching role and responsibilities and how these are influenced by legal, regulatory, institutional and ethical contexts.

## **Professional Skills**

13. Promote and support positive learner behaviour, attitudes and wellbeing.
14. Apply motivational, coaching and skill development strategies to help learners progress and achieve.
15. Plan and deliver learning programmes that are safe, inclusive, stretching and relevant to learners' needs.
16. Select and use digital technologies safely and effectively to promote learning.
17. Develop learners' mathematics, English, digital and wider employability skills.
18. Provide access to up-to-date information, advice and guidance so that learners can take ownership of their learning and make informed progression choices.
19. Apply appropriate and fair methods of assessment and provide constructive and timely feedback to support learning and achievement.
20. Develop enrichment and progression opportunities for learners through collaboration with employers, higher education and/or community groups.

**CAPABILITY PROCEDURE****1. AIM**

This procedure is concerned with bringing about the improvement necessary in order for a lecturer to meet the required standards, by ensuring a fair, efficient, consistent and constructive approach to dealing with capability issues, with clear outcomes being identified at all stages.

**2. PRINCIPLES**

- 2.1** Capability is defined as “capability assessed by reference to skill, aptitude, health or any other physical or mental quality”.
- 2.2** In general terms, therefore, capability problems cover poor performance and ill health, though not all poor performance and all absences due to sickness are capability issues.
- 2.3** Poor performance may arise when a lecturer simply does not have the ability to achieve the required standards<sup>1</sup> no matter how hard he/she tries. Alternatively, a lecturer may be perfectly able to do the job but, for whatever reason, has lost the interest or the will to do it. The latter case is appropriately dealt with by the disciplinary procedure.
- 2.4** Line managers are responsible for ensuring that the lecturers they manage are made aware of the standards of performance expected of them and are receiving regular feedback on their performance. Subject to a lecturer not being on the Capability procedure, lecturers can expect to progress to the next increment of their relevant pay scale.
- 2.5** There may be occasions when the specified roles within the procedure are undertaken by another appropriate manager, for example, a Vice Principal or Assistant Principal instead of the Principal, another Senior Officer instead of the Director of Strategic Advice for Education etc. Such occasions may be prompted by absence or the specific circumstances of the case.
- 2.6** Hard evidence is required in order to establish that a lecturer is using sickness as an excuse not to attend work, in which case it shall be more appropriate to use the disciplinary procedure. Evidence may sometimes be obtained by examining patterns of absence (e.g. frequent Monday/Friday absence) or by direct observation of a lecturer engaging in activity whilst absent; for example, playing sport whilst absent from work with a back condition.
- 2.7** It is important that the cause of poor performance or absence from work is identified so that the appropriate procedure may be applied by the line manager. The HR Business Partner, HR Adviser and Assistant HR Adviser are available to provide guidance and support. They have the right to attend meetings at all stages of the procedure to advise on procedural matters and employment legislation. It is the duty of those hearing the case to consider the advice given.

---

<sup>1</sup> As defined by Section 5 entitled ‘Overriding Requirements’

**2.8** It must be recognised that, whilst every effort shall be made to help a lecturer achieve any necessary improvement within agreed time limits, failure to meet the standards may result in dismissal.

**2.9** A lecturer has the right to be accompanied by a work colleague or staff association/trade union representative. Where the work colleague or staff association/trade union representative is unable to attend the arranged meeting/hearing, particularly where the representative is travelling from off Island, the lecturer must propose another date/time which, other than in extenuating circumstances, should be no more than 7 working days after the proposed date, having regard to the availability of the other parties involved.

**2.10** At each stage in the procedure the lecturer shall be advised of his/her right to be accompanied by a work colleague or a trade union/staff association representative. There is no right to be accompanied by a legal representative other than where the allegation made against the lecturer is such that the lecturer may be barred from working with children, young people and vulnerable adults.

The person accompanying the lecturer has a statutory right to address the hearing but no statutory right to answer questions on the lecturer's behalf. They should be allowed to address the hearing in order to:-

- present the lecturer's case;
- sum up the lecturer's case;
- respond on the lecturer's behalf to any view expressed at the hearing; and □ confer with the lecturer during the hearing.

The person accompanying the lecturer may not address the hearing if the lecturer does not wish it and must not prevent other parties from presenting their cases.

**2.11** For the purposes of this procedure, "working days" are the 195 days per academic year.

By agreement of all parties, consideration should be given to holding hearings on College closure days to avoid undue delay.

**2.12** The procedure for Stage 3 and appeal hearings shall be conducted in accordance with Appendix 5.

### **3. ROLE OF GOVERNORS**

Under the Articles of Government/Rules of Management, governors have an important role in the formal conduct of the College. All concerned with cases where lecturers are experiencing professional difficulties must, therefore, take particular care not to involve one or more governors in such a way as to prejudice the position of the governing body at a stage before formal consideration by the governing body may be required.

## **4. SCOPE**

**4.1** The procedure applies to all lecturers including Principal, Vice Principal, Assistant Principal. An overview of the procedure is at Appendix 6.

### **4.2 Principal of the University College Isle of Man**

The procedure for the Principal of the University College Isle of Man will be as specified below but subject to the following modifications:

- Stages 1 & 2 will be conducted by the Director of Strategic Advice for Education.
- Stage 3 will be conducted by 3 members of the Governing Body (excluding the Lecturer and Student Governors).

## **5. PROCEDURE**

### **5.1 Stage 1**

**5.1.1** Where there is evidence, a lecturer's work is not reaching, or is falling below, the standard normally expected, the line manager should invite the lecturer to a Stage 1 capability meeting, of which 7 working days' written notice must be given. The letter should make reference to the capability procedure and advise that the purpose of the meeting is explore the reasons why the manager considers the requirements of the post are not being achieved and detail the area(s) concerned. The letter should also advise of the lecturer's right to be accompanied to the meeting by a work colleague or staff association/trade union representative.

**5.1.2** At the meeting the following shall be explored:-

- Whether the alleged lack of capability may be due to ill health. If so, medical advice should be sought.
- Whether the lecturer is fully aware of the job requirements and the standards expected. If not, these should be explained and confirmed in writing. No further action should be taken unless the lecturer fails to meet these standards.
- Whether the performance standards for the post have been set at an unattainable level. If so, revised standards should be agreed and no further action taken unless the lecturer fails to meet these revised performance standards.
- Whether the context in which the lecturer works has altered significantly, in which case, adequate support and training should be provided to meet the changed circumstances. Only where this fails to resolve the problem should further action be taken.
- Whether failure to meet the job requirements and standards expected is wilful rather than an intrinsic lack of capability. If so, the lecturer should be advised that the disciplinary procedures will be invoked.

Where the lecturer has been made aware of the standards expected and these standards are reasonable and appropriate, and the context in which the lecturer works has not altered significantly, the line manager should:-

- make the lecturer aware of the areas of work where they need to improve;

- ascertain whether training or re-training is necessary; ○ ascertain whether adaptations to the workplace are required; ○ ascertain whether the lecturer has adequate resources to fulfil their role;
- ascertain whether the lecturer would benefit from some closer supervision/mentoring for a period;
- ascertain whether counselling or other support is necessary; ○ produce a Capability Action Plan (see Appendix 2A) in which the standards expected, the period of time over which improvement is to be shown (normally not more than three months) and the method of monitoring should be detailed; and ○ warn of the potential consequences of failure to improve.

**5.1.3** Within 7 working days of the Stage 1 capability meeting, the line manager shall supply the lecturer with a copy of the Capability Action Plan, together with a covering letter detailing the potential consequences of failure to meet the standards required.

**5.1.4** The line manager, when monitoring the lecturer's performance shall provide regular feedback to the lecturer and note on the Capability Action Plan when a task has been completed and success criteria have been met.

**5.1.5** Where a lecturer meets the standards required within the timescale set, the Capability Action Plan should be signed off, a copy given to the lecturer with a covering letter stating that no further action will be taken and their performance will be monitored in the normal way in line with Performance Management for Lecturers. Should performance deteriorate within 12 months of this date, then the procedure will recommence at Stage 2.

**5.1.6** Where a lecturer fails to meet the standards required within the timescale set, the lecturer should be informed of this and given notification that the matter shall progress to Stage 2.

## **6. Stage 2**

**6.1** The line manager shall notify the lecturer, in writing, that a Stage 2 capability meeting will be held, of which 7 working days' notice must be given. The letter should make reference to the capability procedure, and advise that the purpose of the meeting is to discuss the standards not being met in relation to the Capability Action Plan. The lecturer must also be advised of his/her right to be accompanied to the meeting by a work colleague or staff association/trade union representative.

**6.2** At the meeting, the line manager shall:-

- Provide a full explanation of the area(s) for improvement to the lecturer, who shall be given the opportunity to respond and to also highlight any areas of dissatisfaction in relation to resources/support set out in the Capability Action Plan.
- Amend the Capability Action Plan to detail the actions to be taken and make the lecturer aware that failure to improve within the specified time period (normally not more than 3 months) may potentially lead to termination of employment on the grounds of capability. The amended Capability Action Plan, together with a covering letter explaining the consequences of failing to improve, must be supplied to the lecturer within 7 working days of the Stage 2 capability meeting.

- Explore voluntary redeployment to a more suitable post (not necessarily of equivalent status) within the College (this could include Education Support roles).
- Take account of up to date medical advice where the line manager considers the lack of capability may be due to ill health.

**6.3** The line manager, when monitoring the lecturer's performance against the amended Capability Action Plan, shall provide regular feedback to the lecturer and note on the amended Capability Action Plan when a task has been completed and success criteria have been met.

**6.4** Where a lecturer meets the standards required within the amended timescale set, the Capability Action Plan should be signed off, a copy given to the lecturer with a covering letter stating that no further action will be taken and their performance will be monitored in the normal way in line with Performance Management for Lecturers. Should performance deteriorate within 12 months of this date, then the procedure will re-commence at Stage 3.

**6.5** Where a lecturer fails to meet the standards required within the amended timescale set, the lecturer should be informed of this and given notification that the matter shall progress to Stage 3.

## **7. Stage 3**

**7.1** The line manager shall notify the lecturer, in writing, that a Stage 3 capability hearing will be held with three members of the Governing Body (excluding the staff and student governors), of which 14 working days' notice must be given. The letter should make reference to the capability procedure, and advise that the purpose of the meeting is to discuss the area(s) of work which is/are still unsatisfactory in relation to the amended Capability Action Plan and that a potential outcome of the hearing could be dismissal. The lecturer must also be advised of his/her right to be accompanied to the meeting by a work colleague or staff association/trade union representative.

**7.2** Both the line manager and the lecturer have the right to submit written and oral evidence and to call witnesses. Written documentation must be submitted by no later than 7 working days prior to the hearing. Both parties will be supplied with copies of all documents presented to the Governing Body no later than 5 working days in advance of the hearing before the Governing Body.

**7.3** At the hearing, the Governing Body shall take one of the following courses of action:

### **(a) Further Improvement**

If the Governing Body is of the view that further time to improve should be allowed, they shall amend the Capability Action Plan to set out where the improvement is required, the standards expected, the time limit for meeting such standards and the consequences of failure to improve. If the standards are met during this extended time period, no further action will be taken unless such improved standards are not sustained for 12 months, in which case the procedure will re-commence at Stage 3.



**(b) Redeployment**

If suitable, alternative employment can be found within the College, which may be at a lower grade, then the offer shall be made in writing, explaining why it is being made, the possible consequences of refusing it, and giving the lecturer sufficient time to consider the offer and to discuss it with their work colleague or staff association/trade union representative.

**(c) Dismissal**

If it is determined that dismissal is appropriate, this decision will be confirmed in writing within 7 working days of the hearing stating the lecturer's right of appeal, to whom the appeal should be addressed, and that the appeal must be lodged within 14 working days of receipt of notification of the decision.

**8. Ill Health**

**8.1** Other than where the Department's Medical Adviser recommends ill health retirement, where a lecturer's illness or absence from work due to ill health renders them incapable of meeting the standards required, stages 1 to 3 above should be followed as appropriate. In such circumstances, the Capability Action Plan may include details of the attendance expected, a deadline for return to work, etc.

**8.2** Line managers should also consider any recommendations made by the Department's Medical Adviser which may include suggestions for reasonable adjustments to the role and/or workplace.

**8.3** Where the Department's Medical Adviser recommends ill health retirement, the lecturer will be notified formally by either the Director of Strategic Advice for Education, HR Business Partner, HR Adviser or Assistant HR Adviser and this will be handled in accordance with the Sick Pay provisions for lecturers for which there is a separate appeals procedure.

**9. Overlapping Capability and Grievance Cases**

In exceptional circumstances, a lecturer may raise a grievance about the behaviour of a line manager or other manager during the course of the capability procedure. Depending on the circumstances, it may be appropriate to suspend the procedure until the grievance can be considered. Such a delay should only be considered where there is a strong indication that the lecturer has been mistreated and consideration should be given to bringing in another manager to deal with the capability case. Any records should be passed to the new manager and if appropriate the case should be continued within the same timetable.

**10. Appeals**

- In all cases, the appeals panel will hear appeals against dismissal and 14 working days' notice will be given. The appeals panel will consist of 3 members, one member of the Department's Senior Leadership team and 2 independent members of the panel who are senior leaders within IOM Government.
- The line manager and the lecturer shall have the right to attend the dismissal appeal hearing.

- The lecturer shall have the right to be accompanied by a work colleague or staff association/trade union representative.
- The lecturer shall have the right to submit written and oral evidence and to call witnesses. This must be submitted ten working days in advance of the appeal hearing.
- Both the lecturer and the line manager shall be supplied with copies of all documents to be presented to the appeal hearing by no later than 7 working days in advance of the hearing.
- The appeals panel can confirm, quash or substitute an alternative outcome to the decision of the stage 3 hearing. The decision of the appeals panel is final and binding on all parties.

**APPENDIX 3A - CAPABILITY ACTION PLAN**

<b>Name:</b>								
<b>Area(s) for Improvement:</b>						<b>Date:</b>		
<b>Key Task(s)</b>	<b>Actions Required</b>	<b>Start Date</b>	<b>Methods Of Monitoring Progress</b>	<b>Monitored By</b>	<b>Success Criteria</b>	<b>Resources/ Support</b>	<b>Date To Be Achieved By</b>	<b>Date Achieved</b>

## **APPENDIX 4 - GRIEVANCE PROCEDURE**

### **1. AIM**

This procedure is intended to promote fairness and order in relationships in the workplace. The aim is to settle grievances, individually or collectively, speedily and as close as possible to the point of origin.

### **2. PRINCIPLES**

**2.1** A grievance is a concern, problem or complaint that an employee or group of employees may raise with their employer, regarding their employment. Grievances may be of a relatively simple nature or of fundamental importance.

**2.2** Line managers should deal with issues as thoroughly, promptly and fairly as possible.

**2.3** There may be occasions on which, due for example to absence or the specific circumstances of a case, the specified roles within the procedure are undertaken by another appropriate manager, for example, a Vice Principal or Assistant Principal instead of the Principal, Director of Strategic Advice for Education /Senior Officer instead of the Chief Officer, Department of Education, Sport and Culture etc.

**2.4** For the purposes of this procedure, "working days" are the 195 days comprising the University College Isle of Man's academic year.

By agreement of all parties, consideration should be given to holding meetings on College closure days to avoid undue delay.

**2.5** At each stage in the procedure the lecturer shall be advised of his/her right to be accompanied by a work colleague or a trade union/staff association representative. There is no right to be accompanied by a legal representative other than where the allegation made against the lecturer is such that the lecturer may be barred from working with children, young people and vulnerable adults.

The person accompanying the lecturer has a statutory right to address the hearing but no statutory right to answer questions on the lecturer's behalf. They should be allowed to address the hearing in order to:-

- present the lecturer's case;
- sum up the lecturer's case;
- respond on the lecturer's behalf to any view expressed at the hearing; and □ confer with the lecturer during the hearing.

The person accompanying the lecturer may not address the hearing if the lecturer does not wish it and must not prevent other parties from presenting their cases.

**2.6** Where a group of lecturers have a common grievance, the group may represent themselves or be represented by their staff association/ trade union representative.

**2.7** The procedure sets out a process through which most grievances may be resolved without recourse to any subsequent Stage and a procedure to be invoked when the first Stage has failed or is inappropriate.

- 2.8** The procedure for Stage 2 and appeal hearing shall be conducted in accordance with Appendix 6.
- 2.9** All stages in the handling of a grievance should be recorded on the form provided at Appendix 3A for that purpose, a copy of which shall be supplied to the employee.
- 2.10** The HR Business Partner, HR Adviser or Assistant HR Adviser are available to provide guidance and support. They have the right to attend meetings at all stages of the grievance procedure to advise on procedural matters and employment legislation. It is the duty of those hearing the case to consider the advice given.
- 2.11** A lecturer has the right to be accompanied by a work colleague or staff association/trade union representative. In the circumstances where the work colleague or staff association/trade union representative is unable to attend the arranged meeting/hearing, particularly where the representative is travelling from off Island, the lecturer must propose another date/time no more than 7 working days after the proposed date, having regard to the availability of the other parties involved.

### **3. SCOPE**

**3.1** The procedure applies to all lecturers and the procedure shall be modified in accordance with paragraphs 3.3 – 3.9. An overview of the procedure is at Appendix 7.

**3.2** The procedure should be used where lecturers individually or collectively have a grievance either with:-

- another employee
- the Principal of the University College Isle of Man
- the governing body
- an officer of the Department excluding the Chief Officer, Department of Education, Sport and Culture

**3.3** Where a grievance is against the Chief Officer, Department of Education, Sport and Culture, this should be submitted to the Secretary of the Public Service Commission.

#### **3.4 Principal of the University College Isle of Man**

The procedure for the Principal of the University College Isle of Man will be as specified below with the following modifications:

- The Stage 1 meeting will be conducted by the Director of Strategic Advice for Education.
- The Stage 2 hearing will be conducted by 3 members of the Governing Body (excluding the Lecturer and Student Governors).

Appeals will be heard by the appeals panel. The appeals panel will consist of 3 members, one member of the Department's Senior Leadership team and 2 independent panel members who are senior leaders within IOM Government.

#### **4. EXCLUSIONS**

The following matters are excluded from these procedures:

- Appeal rights under the Disciplinary Procedures
- Appeals related to any superannuation scheme
- Income tax, national insurance matters
- Appeals arising from appeal procedures contained in other agreed schemes and procedures.

#### **5. THE PROCEDURE**

##### **5.1 Stage 1**

**5.1.1** Where lecturers, either individually or collectively, have a grievance which does not involve another employee(s) or involves another employee(s) but has not been resolved by a direct approach to the employee(s) concerned, the lecturer(s) should request a Stage 1 meeting with their line manager.

**5.1.2** The Stage 1 meeting should take place within 7 working days of the request being received. The line manager should seek to resolve the matter either personally or, by mutual agreement, in consultation with any other member(s) of staff concerned.

**5.1.3** If the grievance has not been resolved satisfactorily, where practicable within 7 working days of the Stage 1 meeting, it should be put in writing by the aggrieved employee using the grievance form at Appendix 3A. One copy should be retained by the employee and the other copy should be handed to the line manager who dealt with the Stage 1 meeting for onward transmission to the person/body who will conduct the Stage 2 hearing.

##### **5.2 Stage 2**

**5.2.1** The Stage 2 hearing should be arranged within 7 working days of receiving the grievance form and take place within a further 14 working days or as soon as practicable thereafter. The lecturer shall be advised in writing of the date of the Stage 2 hearing, their right to be accompanied by a work colleague or staff association/trade union representative and invited to submit any further relevant documentation which should be copied to all parties at least 7 working days in advance of the Stage 2 hearing.

**5.2.2** The line manager, who conducted the Stage 1 meeting, shall be advised in writing of the date of the Stage 2 hearing and invited to submit any further relevant documentation which should be copied to all parties at least 7 working days in advance of the Stage 2 hearing.

**5.2.3** The person/body conducting the Stage 2 hearing should seek to resolve the matter. The outcome of the Stage 2 hearing should be confirmed in writing, by completion of the grievance form and copied to the lecturer(s) and line manager concerned within 7 working days of the Stage 2 hearing.

**6. Postponement of Grievance Meetings and Hearings**

If lecturers, either individually or collectively, are unable to attend a hearing on the date specified due to illness, an alternative date will be arranged. Where the relevant work colleague or staff association/trade union representative is unable to attend the hearing on the date specified, the lecturer(s) must propose another date and time no more than 7 working days after the proposed date, having regard to the availability of the other parties involved.

However, should the lecturer(s) fail to attend the re-arranged hearing, a decision will be made on the evidence available.

**7. Overlapping Grievance and Disciplinary Cases**

In exceptional circumstances, a lecturer may raise a grievance about the behaviour of the line manager or other manager during the course of a disciplinary procedure. Depending on the circumstances, it may be appropriate to suspend the procedure until the grievance can be considered. Such a delay should only be considered where there is a strong indication that the teacher has been mistreated and consideration should be given to bringing in another manager to deal with the capability case. Any records should be passed to the new manager and if appropriate the case should be continued within the same timetable.

**8. Appeals**

**8.1** If the matter is not resolved, there is a right of appeal. Appeals must be lodged in writing within 14 working days of a receipt of the written confirmation of the outcome of the Stage 2 hearing.

**8.2** 14 days' notice shall be given of the appeal hearing.

**8.3** The outcome of the appeal hearing shall be confirmed in writing to all parties within 7 working days.

**8.4** The decision of the appeal body shall be final and binding on all the parties.

**APPENDIX 4A - GRIEVANCE HANDLING**

**Form for submitting a grievance in writing in accordance with the  
Grievance Procedure**

**(A) TO BE COMPLETED BY THE COMPLAINANT**

- 1. Full name of employee raising the grievance  
.....
- 2. Post  
.....
- 3. College Area  
.....
- 4. Details of the grievance  
.....  
.....  
.....  
.....
- 5. Has the Stage 1 grievance meeting with the line manager taken place?  
.....
- 6. Date of meeting  
.....
- 7. Outcome of meeting  
.....  
.....  
.....

**(B) TO BE COMPLETED BY THE LINE MANAGER**

- 1. Do you agree with the details at 4, 5, 6 and 7 above?  
.....



2. Comments on the grievance

.....  
.....  
.....

**(C) STAGE 2 GRIEVANCE HEARING**

1. Date on which Stage 2 hearing held

.....

2. Details of the final outcome

.....  
.....  
.....

3. Has the grievance been resolved satisfactorily?

.....

4. Is there to be a written request for a further hearing by an appeal body?

.....

**(D) APPEAL HEARING**

1. Date written request received

.....

2. Date of appeal hearing

.....

3. Details of the final outcome

.....  
.....  
.....

4. Has the grievance been resolved satisfactorily?

.....

5. What, if any, further action will be taken?

.....

.....

.....

.....

.....

.....

The Department of Education, Sport and Culture

## **APPENDIX 5 - DISCIPLINARY PROCEDURE**

### **1. AIM**

**1.1** This procedure is intended to promote fairness and order in the relationships in the workplace. Its aim is to ensure that the standards of conduct, attendance and job performance expected of lecturers are observed by providing a method of dealing with alleged breaches and deficiencies in a manner which is consistent and fair.

### **2. PRINCIPLES**

- 2.1** All lecturers should be aware of the standards of conduct and performance expected of them.
- 2.2** The procedure should not be viewed primarily as a means of imposing sanctions, rather as a way of helping and encouraging improvement when conduct or standard of work is unsatisfactory.
- 2.3** Line managers should deal with issues as thoroughly and promptly as possible, ensuring that they act consistently.
- 2.4** There may be occasions on which, due for example to absence or the specific circumstances of a case, the specified roles within the procedure are undertaken by another appropriate manager, for example, a Vice Principal or, Assistant Principal instead of the Principal, another Senior Officer instead of the Director of Strategic Advice for Education, etc.
- 2.5** The decision about the appropriate level at which an allegation is to be made will be taken by the manager making the allegation after consultation with Human Resources.
- 2.6** Where the disciplinary procedure is invoked at any stage, the lecturer will be provided with a copy of these procedures and will be informed in writing of:
- (a) the nature of the alleged misconduct;
  - (b) the stage reached in the procedure and the possible outcomes of the hearing;
  - (c) the date, time and place of any hearing; and
  - (d) his/her right to be accompanied/represented by a work colleague or staff association/trade union representative.

By agreement of all parties, consideration should be given to holding hearings on College closure days to avoid undue delay.

**2.7** A lecturer has the right to be accompanied by a work colleague or staff association/trade union representative. Where the work colleague or staff association/trade union representative is unable to attend the arranged meeting/hearing, particularly where the representative is travelling from off Island, the lecturer must propose another date/time no more than 7 working days after the proposed date, having regard to the availability of the other parties involved.

**2.8** Hearing and appeals shall be conducted in accordance with Appendix 5 and before any decision is reached, the lecturer must be made aware of the nature of the allegation against them and provided with an opportunity to state their case. The facts of the case must have been established and the action taken must be fair and reasonable in all the circumstances.

**2.9** At each stage in the procedure the lecturer shall be advised of his/her right to be accompanied by a work colleague or a trade union/staff association representative. There is no right to be accompanied by a legal representative other than where the allegation made against the lecturer is such that the lecturer may be barred from working with children, young people and vulnerable adults.

The person accompanying the lecturer has a statutory right to address the hearing but no statutory right to answer questions on the lecturer's behalf. They should be allowed to address the hearing in order to:-

- present the lecturer's case;
- sum up the lecturer's case;
- respond on the lecturer's behalf to any view expressed at the hearing; and □ confer with the lecturer during the hearing.

The person accompanying the lecturer may not address the hearing if the lecturer does not wish it and must not prevent other parties from presenting their cases.

**2.10** Any disciplinary action or warning will normally be communicated orally at the hearing in the presence of the lecturer's work colleague or staff association/trade union representative and confirmed to the lecturer in writing within 7 working days detailing the right of appeal, with a copy to the lecturer's work colleague or staff association/trade union representative.

**2.11** For the purposes of this procedure, "working days" are the 195 days of the College academic year.

**2.12** Normally, stages 1, 2 and 3 shall apply successively. However in the case of an allegation which is serious enough, a hearing may be held to deal with the allegation at a higher stage of the procedure. For allegations of gross misconduct see paragraph 8.6.

**2.13** At any hearing a lesser penalty may be imposed than that indicated by the stage in the letter calling the hearing.

**2.14** In circumstances where an allegation is withdrawn, in writing, at any time prior to a hearing, by either the manager who made the allegation or a member of College senior management, an investigation, if underway, will cease and any hearing in relation to the matter will not take place.

**2.15** The HR Business Partner, HR Adviser or Assistant HR Adviser are available to provide guidance and support. They have the right to attend meetings at all stages of the

disciplinary procedure to advise on procedural matters and employment legislation. It is the duty of those hearing the case to consider the advice given.

### **3. ROLE OF GOVERNORS**

Under the Articles of Government/Rules of Management, Governors have an important role in the conduct of the College. All concerned with cases where lecturers are experiencing professional difficulties must, therefore, take particular care not to involve one or more governors in such a way as to prejudice the position of the governing body at a stage before formal consideration by the governing body may be required. Members of a disciplinary panel shall not include the lecturer or student governors.

### **4. SCOPE**

**4.1** The procedure applies to all lecturers and should be used where there is an allegation of misconduct/gross misconduct and in the case of the Principal, University College Isle of Man shall be modified in accordance with paragraphs 4.2. An overview of the procedure is at Appendix 6.

#### **4.2 Principal of the University College Isle of Man**

The procedure for the Principal of the University College Isle of Man will be as specified below but subject to the following modifications:

- Stages 1 and 2 will be heard by the Director of Strategic Advice for Education;
- Stages 3 & 4 will be heard by 3 members of the Governing Body (excluding the Lecturer and Student Governors);
- Allegations of gross misconduct will be heard by 3 members of the Governing body (excluding the Lecturer and Student Governors)
- Appeals against Stages 1 & 2 will be heard by the 3 members of the Governing Body (excluding the Lecturer and Student Governors);
- Appeals against Stage 3, 4 and summary dismissal will be heard by the appeals panel. The appeals panel will consist of 3 members, one member of the Department's Senior Leadership team and 2 independent panel members who are senior leaders within IOM Government.

### **5. MISCONDUCT**

Misconduct is any act or omission which is considered by the employer to be unacceptable e.g. poor timekeeping, minor infringements of rules and regulations, etc.

### **6. GROSS MISCONDUCT**

**6.1** A lecturer may be summarily dismissed, without notice or payment in lieu of notice, by a minimum of three members of the Governing Body, in cases constituting gross misconduct. The following list contains examples of actions which will normally be regarded as gross misconduct:-

- (i) Physical violence, bullying and/or harassment.
- (ii) Deliberately ignoring health and safety at work rules and thereby endangering own or another's physical well-being, or risking unacceptable loss or damage.
- (iii) Obscene behaviour.
- (iv) Intoxication induced by alcohol or drugs (not prescribed by a medical practitioner) while on duty or liable to be called for duty.
- (v) Fraud (including falsification of records).
- (vi) Wilful damage to any Department property, or unauthorised use of the same (e.g. purchasing, acquiring or installing computer software or hardware which has not been authorised).
- (vii) Theft.
- (viii) Conduct by word or deed detrimental to the public service.
- (ix) Wilful disobedience of reasonable instructions.
- (x) Criminal conviction arising from an offence committed within or outside of normal working hours and where the offence is of a nature so as to render the lecturer unsuitable for the type of work employed or unacceptable to other employees; for example, child abuse offences, offences of unlawfully possessing a controlled drug and drink driving offences.
- (xi) Deliberate unauthorised disclosure of confidential information obtained by virtue of employment as a lecturer other than the case where the Whistleblowing Policy has been invoked.
- (xii) Negligence which causes unacceptable loss, damage or injury.
- (xiii) Misuse of the Department's property/equipment
- (xiv) Misuse of Department's name and/or bringing the Department or School/Service/University College Isle of Man into disrepute.
- (xv) Accessing or storing pornographic, offensive or obscene material in work time or on Department owned resources.
- (xvi) Unauthorised absence.
- (xvii) Failure to fulfil safeguarding responsibilities.
- (xviii) Breach of Financial Regulations.
- (xix) Use of social networking sites impacting negatively on their role as a lecturer.
- (xx) Wilfully exceeding budget

**6.2** The above list is not intended to be exclusive or exhaustive.

## **7.0 INFORMAL PROCEDURE**

There will be occasions when it is appropriate for a lecturer's conduct to be discussed with him/her as part of the normal supervisory arrangements and without recourse to the formal procedure. In these circumstances, a lecturer will be given every opportunity to seek what help is needed.

## **8. FORMAL PROCEDURE**

### **8.1 Investigation**

**8.1.1** When an allegation is made, the lecturer shall be informed in writing of the specific nature of the allegation and that the matter will be investigated. The lecturer will also

be informed of their right to be accompanied at the investigatory interview by a work colleague or staff association/trade union representative.

**8.1.2** The Investigating Officer would normally be a manager from within the College who must be impartial, having had no prior involvement in the matter. A line manager making the allegation cannot also be the Investigating Officer and a separate Investigating Officer must be appointed.

**8.1.3** The role of the Investigating Officer is not to determine whether or not an act of misconduct or gross misconduct has taken place, but rather to establish the facts, gather evidence including signed witness statements and determine whether there is sufficient evidence to justify a disciplinary hearing. The Investigating Officer should conclude whether there is sufficient evidence, or not, for a matter to proceed to a hearing. Where an allegation has been made at gross misconduct level, the Investigating Officer's report should state whether the Investigating Officer considers there is sufficient evidence to proceed to a hearing, and if so, whether at gross misconduct level or at a lower level.

In the event that a hearing is justified, the Investigating Officer will present their findings at the disciplinary hearing.

**8.1.4** Where the Investigating Officer needs to interview students:-

- (a) interviews should be held as soon as possible after an allegation is made;
- (b) questions should be prepared in advance;
- (c) questions should be shared with an appropriate adult who will be present at the interview;
- (d) the consent of the student's parent/guardian should be obtained (for students under 18 years of age) prior to the student being interviewed; and
- (e) if more than one student is involved, each student should be interviewed separately.

## **8.2 Stage 1 - Oral Warning**

**8.2.1** The line manager shall conduct the hearing at the oral warning stage, having given a minimum of 7 working days' written notice of the hearing, with the lecturer being advised of their right to be accompanied by a work colleague or staff association/trade union representative. (Where the line manager is making the allegation or is a witness to the alleged incident, the hearing will be conducted by another manager at the same or more senior level).

**8.2.2** All the documentary evidence to be referred to at the hearing must be submitted to the person coordinating the hearing at least four working days prior to the hearing itself for onward transmission to the person(s) hearing the case, the lecturer, their trade union/staff association representative and the Investigating Officer.

**8.2.3** If it is found at the hearing that there is no case to answer, this will be confirmed in writing to the lecturer and no further action will be taken.

**8.2.4** If it is found at the hearing that there is a case to answer, the lecturer will be issued with an oral warning which should detail the improvement or change in behaviour

required. The lecturer will receive written confirmation of this decision within 7 working days of the hearing. The letter should also include details of their right of appeal.

**8.2.4** Where the lecturer's conduct is satisfactory for a period of 6 months following the oral warning, such warning will be expunged from the lecturer's record.

### **8.3 Stage 2 - Written Warning**

**8.3.1** If the alleged offence is a serious one, or there is a repetition of an earlier offence, or a further offence is alleged to have been committed during the currency of an earlier oral warning, the line manager should convene a further hearing, giving a minimum of 7 working days' written notice, with the lecturer being advised of their right to be accompanied by a work colleague or staff association/trade union representative.

**8.3.2** All the documentary evidence to be referred to at the hearing must be submitted to the person coordinating the hearing at least four working days prior to the hearing itself for onward transmission to the person(s) hearing the case, the lecturer, their trade union/staff association representative and the Investigating Officer.

If it is found at the hearing that there is no case to answer, this will be confirmed in writing to the employee and no further action will be taken.

**8.3.3** If it is found at the hearing that there is a case to answer, the lecturer will be issued with a written warning which should detail the improvement or change in behaviour required. The lecturer will receive written confirmation of the decision within 7 working days of the hearing. The letter should also include details of their right of appeal.

**8.3.4** Where the lecturer's conduct is satisfactory for a period of 12 months following the written warning, such warning will be expunged from the lecturer's record.

### **8.4 Stage 3 - Final Written Warning**

**8.4.1** If following disciplinary action at Stages 1 and 2, the lecturer's conduct is such as to warrant further disciplinary action, or if the misconduct is sufficiently serious to warrant moving directly to Stage 3, a hearing should be convened before a minimum of three members of the Governing Body, giving a minimum of 14 working days' written notice with the lecturer being advised of their right to be accompanied by a work colleague or staff association/trade union representative.

**8.4.2** All the documentary evidence to be referred to at the hearing must be submitted to the person coordinating the hearing at least ten days prior to the hearing itself for onward transmission to the person(s) hearing the case, the lecturer, their trade union/staff association representative and the Investigating Officer.

If it is found at the hearing that there is no case to answer, this will be confirmed in writing to the lecturer and no further action will be taken.

**8.4.3** If it is found at the hearing that there is a case to answer, the lecturer will be issued with a final written warning which should detail the improvement or change in



behaviour required. The lecturer will receive written confirmation of the decision within 7 working days of the hearing. The letter should also include details of their right of appeal.

**8.4.4** Where the lecturer's conduct is satisfactory for a period of 12 months following the final written warning, such warning will be expunged from the lecturer's record.

## **8.5 Stage 4 – Dismissal with Notice**

**8.5.1** If, following disciplinary action at the previous stages, the lecturer's conduct is such as to warrant further disciplinary action, a hearing should be convened before a minimum of three members of the Governing Body, giving a minimum of 14 working days' written notice with the lecturer being advised of their right to be accompanied by a work colleague or staff association/trade union representative.

**8.5.2** All the documentary evidence to be referred to at the hearing must be submitted to the person coordinating the hearing at least fourteen days prior to the hearing itself for onward transmission to the person(s) hearing the case, the lecturer, their trade union/staff association representative and the Investigating Officer.

If it is found at the hearing that there is no case to answer, this will be confirmed in writing to the employee and no further action will be taken.

**8.5.3** If it is found at the hearing that there is a case to answer, the lecturer will be advised of the decision to dismiss. The notice period as per 34.3 of the General Provisions section will apply. The lecturer will receive written confirmation of the decision within 7 working days of the hearing. The letter should also include details of their right of appeal.

## **8.6 Gross Misconduct - Summary Dismissal**

**8.6.1** Where an allegation of gross misconduct is being made, the lecturer has the right to be accompanied by a work colleague or staff association/trade union representative, when they are being advised of the allegation.

**8.6.2** In cases of alleged gross misconduct, a hearing should be convened before a minimum of three members of the Governing Body, giving a minimum of 14 working days' written notice with the lecturer being advised of their right to be accompanied by a work colleague or staff association/trade union representative.

**8.6.3** All the documentary evidence to be referred to at the hearing must be submitted to the person coordinating the hearing at least fourteen days prior to the hearing itself for onward transmission to the person(s) hearing the case, the lecturer, their trade union/staff association representative and the Investigating Officer.

If it is found at the hearing that there is no case to answer, this will be confirmed in writing to the employee and no further action will be taken.

**8.6.4** If it is found at the hearing that there is a case of gross misconduct to answer, the lecturer will be advised of the decision to summarily dismiss. The lecturer will receive written confirmation of the decision within 7 working days of the hearing. The letter should also include details of their right of appeal.

## **9. Suspension**

**9.1** Suspension is a neutral act and is not to be regarded as an indication of the outcome of an investigation, hearing or appeal. It is to be used where the continued presence of a lecturer in the College may be felt to make the collection of evidence or witness statements more difficult or may adversely affect the running of the College. In certain circumstances it may help prevent further difficulties for the lecturer. A suspension may be made by the Principal of the University College Isle of Man, Chief Officer, Department of Education, Sport and Culture, Deputy Chief Officer, Director of Strategic Advice for Education, HR Business Partner or HR Adviser. In all cases the College, Chair of Governors and the Office of Human Resources must be kept informed.

**9.2** In all cases where suspension is used the following procedure must be followed:-

- (a) A statement should be made to confirm that suspension is a neutral act and does not imply guilt but rather is a mechanism for allowing an investigation to be conducted more efficiently.
- (b) A lecturer, when suspended, will be offered the right to have a work colleague or staff association/trade union representative present when they are told.
- (c) At the meeting held to inform the lecturer that they are being suspended the reason for the suspension will be given and confirmed in writing within 3 working days.
- (d) Suspension will be on full pay other than where a lecturer is not actually available for work due to bail conditions or imprisonment where the suspension will be unpaid.
- (e) At least one named person, either within the College or the Department will be available for the lecturer to communicate with during the period of suspension.

**9.3** Obviously, for many lecturers suspension can be a traumatic experience and, therefore, notwithstanding the nature of any allegations, the Department and the College must sensitively discharge its duty of care to the lecturer.

**9.4** Where the lecturer has been suspended and it is decided not to proceed with disciplinary action, the Chair of Governors will be informed, whereupon the suspension will be lifted and the lecturer notified in writing.

## **10. Recognised Trade Union Lay Officials**

Normal disciplinary standards apply to the conduct and performance of recognised union lay officials as to other lecturers, but no disciplinary action beyond an informal

oral warning should be taken against them until the circumstances of the case have been discussed by management with a senior trade union representative or full-time official of the recognised trade union.

## **11. Postponement of Disciplinary Hearings**

**11.1** If a lecturer is unable to attend a hearing due to illness, an alternative hearing date will be arranged. If a lecturer's work colleague or staff association/trade union representative is unable to attend the arranged hearing, the lecturer must propose another date and time no more than 7 working days after the proposed date, having regard for the availability of the other parties involved.

**11.2** However, should the lecturer fail to attend the re-arranged hearing, a decision shall be made on the evidence available.

## **12. Overlapping Grievance and Disciplinary Cases**

In exceptional circumstances a lecturer may raise a grievance about the behaviour of a line manager or other manager during the course of a disciplinary procedure. Depending on the circumstances, it may be appropriate to suspend the procedure until the grievance can be considered. Such a delay should only be considered where there is a strong indication that the lecturer has been mistreated and consideration should be given to bringing in another manager to deal with the disciplinary case. Any records should be passed to the new manager and if appropriate the case should be continued within the same timetable.

## **13. Appeals**

**13.1** Appeals must be lodged in writing within 14 working days of a receipt of the written confirmation of the disciplinary action, explaining the grounds for their appeal.

**13.2** A minimum of three members of the Governing Body will hear appeals arising from stage 1 & 2 and 7 working days' notice will be given.

**13.3** Appeals against Stage 3, 4 and summary dismissal will be heard by the appeals panel and 14 working days' notice will be given. The appeals panel will consist of 3 members, one member of the Department's Senior Leadership team and 2 independent panel members who are senior leaders within IOM Government

**13.4** The decision of the appeal body is final and binding on all parties.

## **APPENDIX 6 - PROCEDURE FOR THE CONDUCT OF ALL HEARINGS AND APPEALS**

### **INTRODUCTION**

Introduction of the parties and outline of format below.

The person accompanying the lecturer has a statutory right to address the hearing but no statutory right to answer questions on the lecturer's behalf. They should be allowed to address the hearing in order to:-

- present the lecturer's case;
- sum up the lecturer's case;
- respond on the lecturer's behalf to any view expressed at the hearing; and  confer with the lecturer during the hearing.

The person accompanying the lecturer may not address the hearing if the lecturer does not wish it and must not prevent other parties from presenting their cases.

## **PROCEDURE FOR HEARINGS**

### **1. INVESTIGATING OFFICER'S CASE**

An opening statement may be made and as part of the presentation of the case witnesses may be called.

The lecturer and/or his/her work colleague or staff association/trade union representative will have the opportunity to ask questions of the Investigating Officer and each witness after he/she has given his/her evidence.

The individual/panel hearing the case may also ask questions.

### **2. THE CASE FOR THE LECTURER**

An opening statement may be made and as part of the presentation of the case witnesses may be called.

The Investigating Officer may ask questions of the lecturer or his/her work colleague or staff association/trade union representative and of each witness after he/she has given evidence.

The individual/panel hearing the case may also ask questions.

### **3. RE-EXAMINATION**

Both the Investigating Officer and the lecturer and his/her work colleague or staff association/trade union representative will be asked if they wish to re-examine any evidence before proceeding to the next stage.

### **4. FINAL STATEMENTS**

Both the Investigating Officer and the lecturer (last) and/or his/her work colleague or staff association/trade union representative may make final statements.

### **5. WITNESSES**

A witness shall only be present while giving evidence or being questioned thereon.

## **6. ADJOURNMENT**

The Investigating Officer, the lecturer or their work colleague or staff association/trade union representative may request an adjournment of the hearing at any stage.

## **7. CONSIDERATION OF THE CASE**

The Investigating Officer, the lecturer and his/her work colleague or staff association/trade union representative, and any witnesses still present, will then withdraw whilst the individual/panel consider the case. The person or body conducting the hearing will then deliberate, with the HR Business Partner, HR Adviser and/or Assistant HR Adviser advising on legal and procedural matters.

If it is necessary to recall either party or any witnesses in order to resolve points of uncertainty on the evidence given, both parties will be recalled notwithstanding the fact that only one may be concerned with the point giving rise to doubt.

## **8. DECISION**

The decision will, if possible, be given orally immediately after the hearing but in any case such decision will be confirmed, in writing, within seven working days of the hearing with a copy to the lecturer's work colleague or staff association/trade union representative

## **PROCEDURE FOR APPEALS**

### **1. THE CASE FOR THE APPELLANT**

An opening statement may be made and as part of the presentation of the case witnesses may be called.

The Chair of the Disciplinary Panel may ask questions of the lecturer or his/her work colleague or staff association/trade union representative and of each witness after he/she has given evidence.

The appeal panel hearing the case may also ask questions.

### **2. CHAIR OF THE DISCIPLINARY PANEL**

An opening statement may be made and as part of the presentation of the case witnesses may be called, including the investigating officer.

The lecturer and/or his/her work colleague or staff association/trade union representative will have the opportunity to ask questions of the Chair of the Disciplinary Panel and each witness after he/she has given his/her evidence.

The appeal panel hearing the case may also ask questions.

### **3. RE-EXAMINATION**

Both the lecturer and his/her work colleague or staff association/trade union representative and the Chair of the Disciplinary Panel will be asked if they wish to re-examine any evidence before proceeding to the next stage.

#### **4. FINAL STATEMENTS**

Both the lecturer (last) and/or his/her work colleague or staff association/trade union representative and the Chair of the Disciplinary Panel may make final statements.

#### **5. WITNESSES**

A witness shall only be present while giving evidence or being questioned thereon.

#### **6 ADJOURNMENT**

The lecturer or their work colleague or staff association/trade union representative or the Chair of the Disciplinary Panel may request an adjournment of the hearing at any stage.

#### **7 CONSIDERATION OF THE CASE**

The lecturer and his/her work colleague or staff association/trade union representative, and any witnesses still present, will then withdraw whilst the appeal consider the case. The person or body conducting the hearing will then deliberate, with the HR Business Partner, HR Adviser and/or Assistant HR Adviser advising on legal and procedural matters.

If it is necessary to recall either party or any witnesses in order to resolve points of uncertainty on the evidence given, both parties will be recalled notwithstanding the fact that only one may be concerned with the point giving rise to doubt.

#### **8 DECISION**

The decision will, if possible, be given orally immediately after the appeal hearing but in any case such decision will be confirmed, in writing, within seven working days of the appeal hearing with a copy to the lecturer's work colleague or staff association/trade union representative.

## APPENDIX 7 - OVERVIEW OF CAPABILITY, GRIEVANCE AND DISCIPLINARY PROCEDURES

### CAPABILITY PROCEDURE

STAFF MEMBER	Stage 1	Notice for Stage 1	Stage 2	Notice for Stage 2	Stage 3	Notice for Stage 3	Appeal to	Notice for Appeal Hearing
Lecturer, Vice Principal, Assistant Principal	Line manager	7 working days	Line manager	7 working days	3 members of the Governing Body (excluding the Lecturer and Student Governors)	14 working days	Appeal panel	14 working days
Principal	Director of Strategic Advice for Education	7 working days	Director of Strategic Advice for Education,	7 working days	3 members of the Governing Body (excluding the Lecturer and Student Governors)	14 working days	Appeal Panel	14 working days

### GRIEVANCE PROCEDURE

STAFF MEMBER	Stage 1 - Informal	Notice for Stage 1	Stage 2	Notice for Stage 2	APPEAL TO	Notice for Appeal Hearing
All lecturers with the exception of the Principal	Line manager	7 working days	Principal	Should be arranged within 7 working days of receiving the grievance and take place within a further 14 days	3 members of the Governing Body (excluding the Lecturer and Student Governors)	14 working days
Principal	Director of Strategic Advice for Education	7 working days	3 members of the Governing Body (excluding the Lecturer and Student Governors)	Should be arranged within 7 working days of receiving the grievance and take place within a further 14 days	Appeal Panel	14 working days

**DISCIPLINARY PROCEDURE-STAGES (Lecturer, Vice Principal, Assistant Principal)**

An allegation of gross

If the alleged offence is sufficiently serious it may here. warning.

If an employee's first misconduct is sufficiently serious, it may be appropriate warrant moving directly to to move directly to a final written

misconduct moves directly to here.

Stage 1 – Oral Warning	Stage 2 – Written Warning	Appeals against oral and written warnings	Stage 3 – Final Written Warning	Appeal against Final Written Warning	Stage 4 – Dismissal with Notice	Gross Misconduct-Summary Dismissal	Appeal against Dismissal
The line manager shall conduct the hearing at the oral warning stage, having given a minimum of 7 working days' written notice of the hearing,	If the alleged offence is a serious one, or there is a repetition of an earlier offence, or a further offence is alleged to have been committed during the currency of an earlier oral warning, the line manager shall convene a further hearing. A minimum of 7 working days' written notice will be given.	Appeals must be lodged in writing within 14 working days' of a receipt of the written confirmation of the disciplinary action. A minimum of three members of the UCM Governing Body will hear appeals arising from oral and written warnings. 7 working days' notice will be given.	If following disciplinary action at Stages 1 and 2, the conduct is such as to warrant further disciplinary action, or if the misconduct is sufficiently serious to warrant moving directly to Stage 3, a hearing will be convened before a minimum of three members of the UCM Governing Body. A minimum of 14 working days' written notice will be given.	Appeals must be lodged in writing within 14 working days' of a receipt of the written confirmation of the disciplinary action. The Chief Officer, Department of Education, Sport and Culture, either sitting alone or with two senior managers who have had no prior involvement in the case, will conduct the appeal hearing. 14 working days' notice will be given.	If, following disciplinary action at the previous stages, the conduct is such as to warrant further disciplinary action, a hearing will be convened before a minimum of three members of the UCM Governing Body. A minimum of 14 working days' written notice will be given.	Cases of alleged gross misconduct a hearing will be convened before a minimum of three members of the UCM Governing Body. A minimum of 14 working days' written notice will be given.	Appeals must be lodged in writing to the Deputy Chief Officer within 14 working days' of a receipt of the written confirmation of the disciplinary action. The Appeal panel will hear appeals arising from the decision to dismiss and 14 working days' notice will be given.
<b>Disciplinary Procedure Principal.</b>							



<p>The Director of Strategic Advice for Education shall conduct the hearing at the oral warning stage, having given a minimum of 7 working days' written notice of the hearing,</p>	<p>If the alleged offence is a serious one, or there is a repetition of an earlier offence, or a further offence is alleged to have been committed during the currency of an earlier oral warning, the Director of Strategic Advice for Education shall convene a further hearing. A minimum of 7 working days' written notice will be given.</p>	<p>Appeals must be lodged in writing within 14 working days' of a receipt of the written confirmation of the disciplinary action. Three members of the Governing Body (excluding the Lecturer and Student Governors) will hear appeals arising from oral and written warnings. 7 working days' notice will be given.</p>	<p>If, following disciplinary action at Stages 1 and 2, the conduct is such as to warrant further disciplinary action, or if the misconduct is sufficiently serious to warrant moving directly to Stage 3, a hearing will be convened before a three members of the Governing Body (excluding the lecturer and Student governor) . A minimum of 14 working days' written notice will be given.</p>	<p>Appeals must be lodged in writing within 14 working days' of a receipt of the written confirmation of the disciplinary action. The appeals panel will hear the appeal and 14 working days' notice will be given.</p>	<p>If, following disciplinary action at the previous stages, the conduct is such as to warrant further disciplinary action, The appeal panel will hear the appeal and a minimum of 14 working days' notice will be given.</p>	<p>Cases of alleged gross misconduct a hearing will be convened before a minimum of three members of the Governing Body (excluding the Lecturer and Student Governors). A minimum of 14 working days' notice will be given.</p>	<p>Appeals must be lodged in writing to the Deputy Chief Officer within 14 working days' of a receipt of the written confirmation of the disciplinary action. The Appeal panel will hear appeals arising from the decision to 14 working days' notice will be given.</p>
---	---	--	--	---	---	---	--

## **APPENDIX 8**

### **PERFORMANCE MANAGEMENT AND APPRAISAL FOR LECTURERS**

#### **1. PURPOSE**

- 1.1 This policy sets out the framework for a clear and consistent assessment of the overall performance of lecturers, including the senior leadership team and the Principal, for supporting their development within the context of University College, Isle of Man's (UCM's) plans for improving educational provision and performance, and the standards expected of lecturers. It also sets out the arrangements that will apply when lecturers fall below the levels of competence that are expected of them.
- 1.2 The Performance Management and Appraisal Policy ("the Scheme") shall be regarded as a key mechanism for the achieving of effective performance by the staff, and therefore by UCM as a whole, and for the better awareness by the management of the staff's achievements and needs so as to improve teaching and learning and to raise standards.
- 1.3 The Scheme shall be wholly consistent with the Equal Opportunities Policy.
- 1.4 Throughout this Scheme, the terms 'calendar day' and 'working day' shall mean a 24 hour period from midnight to midnight and not a 24 hour period from the time when the notice was given.

#### **2. APPLICATION OF THE POLICY**

The policy applies to all those employed on the Terms and Conditions of Service for Lecturers and to all lecturers employed by the Department of Education, Sport and Culture, other than sessional lecturers.

The existing Capability Procedure will be invoked in the cases of those where there are serious concerns about their performance which the appraisal process has been unable to address.

#### **3. GENERAL PRINCIPLES**

- 3.1 The aims and objectives are:
  - to relate the work of staff to the objectives of UCM;
  - to recognise staff achievement;
  - to demonstrate a commitment to staff development;
  - to raise staff awareness of the internal and external influences for change;
  - to develop the individual and thereby improve UCM's effectiveness in its service to the community;
  - to meet the needs of UCM's strategic and operational plans; and
  - to effect, wherever possible, an outcome that is positive, supportive, constructive, developmental and practical, taking into account the availability of UCM resources.
- 3.2 The Scheme shall:
  - Tie to UCM's strategic objectives overall, such that there are College wide and individual lecturer level objectives.

- Ensure that identified CPD needs should again be tied to meeting the needs of UCM and inform a College wide CPD delivery plan.
- Inform staff of the standards expected of them and the support available to help them meet their objectives.
- Recognise and reward achievement.

#### **4. APPRAISAL**

- 4.1 Appraisal will be a supportive and developmental process designed to ensure that all lecturers have the skills and support they need to carry out their role effectively. It will help to ensure that lecturers are able to continue to improve their professional practice and to develop as lecturers.
- 4.2 UCM shall make available to the staff appropriate resources and sufficient time to have the appraisal meeting.
- 4.3 The emphasis of the Scheme shall be on effective and supported evaluation. A basic principle of the Scheme shall be that the appraisers and the appraisees shall require, and shall receive, adequate and appropriate preparation and training.

#### **5 THE PERFORMANCE MANAGEMENT AND APPRAISAL CYCLE**

- 5.1 The appraisal period will run for twelve months. Reviews must be completed by 30th June. Principal to confirm to JNC that appraisals have been completed by the end of the summer term.
- 5.2 Lecturers who are employed on a fixed term contract of less than one year will have their performance managed in accordance with the principles underpinning this policy. The length of the period will be determined by the duration of their contract.

*There is flexibility to have a longer or shorter appraisal period when lecturers commence or cease work at UCM during the year.*

- 5.3 Where an employee moves to a new post, his/her previous work shall be recognised, but it may be necessary to reset the objectives.

#### **6 APPOINTING APPRAISERS**

- 6.1 Appraisers shall normally be appointed by the Principal/appropriate member of the senior leadership team. New appraisers may be appointed in the place of an existing appraiser at any time when the circumstances so require. Appraisal training will be provided for all staff involved in the process, with the induction process modified to ensure training for new starters.
- 6.2 Appraisals will normally be conducted by a Line Manager or their authorised delegate. This will enable appraisers to support appraisees in achieving their objectives, will allow discussion of the appraisee's work activities in detail, and will make the appraisers better informed of the strengths and the expectations of their staff.
- 6.3 The Principal shall normally be appraised by the UCM Governing Body assisted by an external adviser. The task of appraising the Principal, including the setting of objectives, will be delegated to a sub-group consisting of two members of the Governing Body.

## **7. THE WORK TO BE APPRAISED**

7.1 Appraisal shall relate to performance across the full range of the professional duties undertaken. Appraisals shall be undertaken on the basis of a job description, which gives an outline of the work which an appraiser is employed to do and shall take into account the range of responsibilities and duties that the appraisee undertakes.

7.2 Each appraisee shall discuss and agree with the appraiser three objectives. It would be expected that a full time lecturer has 3 targets, one of which would relate to the personal development of the lecturer, one to the needs of the programme area and one to the College overall. These shall be recorded in the Performance Management and appraisal Document.

These objectives should be:

- be clear, precise, realistic, time related and achievable by the appraisee;
- relate directly to job descriptions;
- focus on issues over which the appraisee has direct influence/control;
- take into account the working environment, the classes and the students taught; and
- exclude voluntary duties and voluntary extracurricular activities.

7.3 The aim shall be to ensure a high standard of teaching and learning. To enable this to happen, the criteria, detailed in paragraph 7.4 below, shall be consistently applied, and shall provide the requisite information to evaluate the extent to which the objectives, agreed for each appraisee, have been achieved.

7.4 The criteria to be used may include:

- lesson/learning material preparation and planning;
- subject knowledge/continuing professional development;
- lesson presentation and teaching methods;
- communication and motivation skills;
- discipline;
- the marking, assessment and monitoring of the students' work and progress;
- the effective use of assignments/assessment methods;
- the implementation of College policies;
- course/programme/programme area leadership; and
- additional responsibilities.

7.5 The appraiser shall record the objectives which shall apply for the review period. These shall be jointly agreed if possible. Where agreement is not reached, the appeals procedure, set out in paragraph 11, shall be followed.

7.6 The Standardisation Team will review a sample of appraisals in order to ensure consistency and fairness across UCM. The standardisation team will be arranged by the Principal and include a member of the senior leadership team, a UCM governor and a member of OHR. To facilitate standardisation, it is a requirement that the standardisation team can access the necessary documentation; for example, appraisal documents and evidence that objectives have/have not been achieved etc.

7.7 Names from all appraisal documentation and supporting evidence will be redacted for the purposes of standardisation.

## **8. THE APPRAISAL METHODS**

### **8.1 Stage One: The Monitoring Process**

8.1.1 Subject to paragraph 8.1.3, the appraisal shall include classroom observation by the appraiser, sufficient to enable him/her to make an informed judgement. Normally it shall be reasonable to set a maximum of one hour for lesson observation for all aspects of this Scheme throughout the cycle.

8.1.2 The appraisee shall be given at least three working days' notice that the appraiser will be present in the classroom. The observation shall be followed by informal oral feedback, either immediately after the lesson, or as soon as possible.

For newly appointed staff, there will be an initial observation within the first six weeks, a second observation after six months and a final observation twelve months after appointment. Satisfactory performance during this period will see the staff member move to the regular twelve months appraisal.

8.1.3 By agreement between the appraiser and the appraisee, it may be appropriate for a colleague of the appraisee, rather than the appraiser, to undertake the lesson observations, and then to provide feedback both to the appraiser and the appraisee (for example, because of a technical specialism).

8.1.4 In order to base the process on the best information, the appraiser and the appraisee shall agree what other sources should be taken into account. With agreement, colleagues may be consulted by the appraiser, and documentary evidence may be considered, to enable the appraiser to obtain the best possible understanding of the appraisee's work.

### **8.2 Stage Two: Reviewing Performance and Setting Objectives**

8.2.1 Prior to the Appraisal Meeting, appraisees shall complete a self-review to consider their job description, to review their work activities over the previous year, and to consider their future plans and objectives.

8.2.2 There shall be an annual review/appraisal meeting between the appraiser and the appraisee, which shall normally be arranged in the Summer Term, date/time within the summer term to be arranged by mutual agreement. Its purpose shall be:

- to review the appraisee's work;
- to discuss the observation of tasks, including any feedback from colleagues, obtained in accordance with paragraph 8.1.3;
- to review any documentary evidence, obtained in accordance with paragraph 8.1.4;
- to identify and to discuss the appraisee's achievements, future training and development needs;
- to discuss the extent to which the existing objectives have been achieved, taking account of any circumstances arising, subsequent to the setting of those objectives, which may have affected their achievement;
- to consider observations, the collection of information and to set objectives for the forthcoming cycle;
- to specify any proposed action, in respect of the appraisee's future training and development needs, including the resources to be made available within the College budget, development plan and professional development policy;
- to identify the support to be provided;
- to plan the objectives to be set for the following year; and

- to endeavour to reach mutual agreement on the above matters, in the context of a confidential and professional discussion.

8.2.3 Within ten working days of the appraisal meeting, the appraiser shall, in consultation with the appraisee, prepare a written appraisal statement, recording the main points made during the meeting, including any professional development needs and targets. The latter shall be recorded in a separate annex to, but forming part of, the appraisal statement.

8.2.4 Where the appraisal statement is agreed, both parts shall be signed by each party.

8.2.5 Where the parties fail to agree, the appraisee may either:

- (i) add a separate annex, which shall form part of the appraisal statement, which shall then be signed by both parties within fifteen working days of the appraisal meeting; or
- (ii) refer the matter to the appeals procedure.

## **9. SETTING OBJECTIVES**

9.1 Objectives should be set which are proportionate to the lecturers' terms and conditions and context i.e. it would be expected that a full time lecturer has 3 targets, one of which would relate to the personal development of the lecturer, one to the needs of the programme area and one to the College overall.

9.2 Objectives for each lecturer will be set before, or as soon as practicable after, the start of each appraisal period. The objectives set for each lecturer, will be Specific, Measurable, Achievable, Realistic and Time-bound and will be appropriate to the lecturer's role and level of experience. Objectives may be revised if circumstances change.

9.3 Appraisers are expected to ensure the appraisees' objectives align with UCM's priorities and plans and the individual's development needs.

9.4 All lecturers will be assessed against Education, Training and Foundation (ETF) standards and objectives contained in the Pay Policy for Lecturers.

## **10. THE OBJECTIVES FOR THE PRINCIPAL AND THE SENIOR MANAGEMENT TEAM**

10.1 The objectives set for the Principal shall cover UCM leadership and management, as well as student progress. Where the Principal and the Governing Body representatives are unable to agree these objectives, the Governors, appointed to review the performance of the Principal, shall set and record them. The Principal may add comments to the written record of objectives.

10.2 A copy of the Principal's appraisal statement shall go to the Chair of Governors.

10.3 A summary of the performance assessment section of the Principal's appraisal statement shall be provided by the Chair of Governors to the Department of Education, Sport and Culture on request.

- 10.4 The senior leadership team shall have annual objectives set by the Principal, relating to student progress and UCM leadership and management.
- 10.5 Where agreement cannot be reached between a member of the Senior Management Team and the Principal on the setting of his/her objectives, the matter shall be referred to the Chair of Governors, who shall attempt to mediate between the parties. Where the matter remains unresolved, the appeals procedure shall be followed (see paragraphs 11.2 - 11.10).

## **11.0 REVIEWING PERFORMANCE**

### **11.1 Observation**

The Department of Education, Sport and Culture believes that observation of classroom practice and other responsibilities is important both as a way of assessing lecturers' performance in order to identify any particular strengths and areas for development they may have and of gaining useful information which can inform UCM improvement more generally. All observations will be carried out in a supportive manner and the amount and type of classroom observation, though dependent on individual circumstances, will be reasonable.

Classroom observation will be carried out by those with a recognised teaching qualification: In addition to formal observation, the Principal, senior leadership team or other managers with responsibility for teaching standards may "drop in" in order to evaluate the standards of teaching and to check that high standards of professional performance are established and maintained. The length and frequency of "drop in" observations will vary depending on specific circumstances.

Lecturers (including the Principal/senior leadership team) who have responsibilities outside the classroom should also expect to have their performance of those responsibilities observed and assessed.

A classroom observation template and associated protocols, are included in the Appendices to this document.

## **12. DEVELOPMENT AND SUPPORT**

Appraisal is a supportive process which will be used to inform continuing professional development. The Department wishes to encourage a culture in which all lecturers take responsibility for improving their teaching through appropriate professional development, linked to UCM improvement priorities and to the ongoing professional development needs and priorities of individual lecturers.

## **13. APPRAISAL RESPONSIBILITIES**

### **a. An appraiser will:**

- Hold development discussions with their lecturing staff
- Ensure that all line managed staff have a job description outlining the role and responsibilities of the post.
- Make minor changes to the job description by way of updating the document, e.g. change of organisation title or department title.
- Recognise that over time job duties can change in line with that of UCM, Government and DESC objectives.
- Make any significant changes to duties and responsibilities of a post

subject to discussion with the member of staff with a view to reaching agreement, prior to changes being made.

- Update job descriptions at least annually and the most recent review date should be identified on the bottom of the job description.
- Meet with the lecturer to have a development discussion.

**b. A Lecturer will:**

- Engage with development discussions

**14. FEEDBACK**

Lecturers will receive constructive feedback on their performance throughout the year and as soon as practicable after observation has taken place or other evidence has come to light. In any event written feedback will be provided within 5 working days of an observation taking place.

Feedback will highlight particular areas of strength as well as any areas that need attention. Where there are concerns about any aspects of the lecturer's performance the appraiser will meet the lecturer formally to:

- give clear feedback to the lecturer about the nature and seriousness of the concerns;
- give the lecturer the opportunity to comment and discuss the concerns;
- agree any support (e.g. coaching, mentoring, structured observations), that will be provided to help address those specific concerns;
- make clear how, and by when, the appraiser will review progress (*it may be appropriate to revise objectives, and it will be necessary to allow sufficient time for improvement. The amount of time is up to the relevant manager but should reflect the seriousness of the concerns*);
- explain the implications and process if no – or insufficient – improvement is made.

When progress is reviewed, if the appraiser is satisfied that the lecturer has made, or is making, sufficient improvement, the appraisal process will continue as normal, with any remaining issues continuing to be addressed through that process. A record of all the information covered in the discussion will be provided in writing for the lecturer within 5 working days of the meeting.

**15. TRANSITION TO CAPABILITY**

If the appraiser is not satisfied with progress, the lecturer will be notified in writing that the appraisal system will no longer apply and that their performance will be managed under the Capability Procedure. The Capability Procedure is set out in the Terms and Conditions of Service for Lecturers.

**16. ANNUAL ASSESSMENT**

Each lecturer's performance will be formally assessed in respect of each appraisal period.

This assessment is the end point to the annual appraisal process, but performance and development priorities will be reviewed and addressed on a regular basis throughout the year in interim meetings which will take place (*e.g. once a term*).



The lecturer will receive as soon as practicable following the end of each appraisal period – and have the opportunity to comment in writing on - a written appraisal report. Lecturers will receive their written appraisal reports within 5 working days, a maximum of 10 working days in exceptional circumstances.

The appraisal report will include:

- details of the lecturer's objectives for the appraisal period in question;
- an assessment of the lecturer's performance of their role and responsibilities against their objectives and the relevant standards;
- an assessment of the lecturer's professional development needs and identification of any action that should be taken to address them;
- Evidence to support transition to the upper pay scale ie a successful appraisal and possession of a teaching qualification
- whether the lecturer does/does not agree with their appraisal and whether they do/do not wish to appeal. Any appeals will be dealt with in accordance with the Appeals Procedure set out in the Pay Policy for Lecturers.

The assessment of performance and of professional development needs will inform the planning process for the following appraisal period

**16. STANDARDISATION (also see 7.6, 7.7 and 16.1)**

Standardisation across all lecturers' appraisals will be undertaken annually to ensure fairness, consistency and compliance with both the Pay Policy for Lecturers and equality legislation.

**17. CAPABILITY PROCEDURE**

Where there are serious concerns that the appraisal process has been unable to address, then the Capability Procedure applies as set out in the Terms and Conditions of Service for Lecturers.

**18. APPRAISAL RECORDS**

- 18.1 There shall be only two copies of the appraisal statement: one held by the appraisee, and the other held by the Principal on a central file, to which the line manager, the standardisation panel responsible for making recommendations concerning pay, could request access.
- 18.2 Where the appraisee is the Principal, the second copy of the appraisal statement shall be held by the Chief Officer, Department of Education, Sport and Culture.
- 18.3 All appraisal statements should be completed within UCM deadlines and shall be kept on the relevant central file for at least three years.
- 18.4 Wilful failure to complete the staff appraisal documentation by either the appraiser or appraisee within the deadline may lead to disciplinary action.
- 18.5 A copy of the form containing the training and development needs from the appraisal statement shall be given to the Staff Development Officer, the appropriate member of the senior leadership team and the appropriate Programme Manager.

- 18.6 CPD needs arising from the appraisal process to be used to inform a UCM wide training & development plan

## **19. APPEALS**

- 19.1 Where an appraisee is dissatisfied with any aspect of the appraisal process, in the first instance he/she should endeavour to resolve the dispute with the appraiser. Where the matter remains unresolved, the appraisee may:
- 19.1.1 record his/her dissatisfaction in a separate annex to the appraisal statement, in accordance with paragraph 7.2.5(i) above; or
- 19.1.2 approach the appropriate senior manager, within ten working days of the dispute remaining unresolved, to mediate between the parties.
- 19.2 Where mediation fails, the appraisee may, within five working days of the dispute remaining unresolved, refer the matter to the Principal who shall, within five working days of such a referral:
- 19.2.1 establish a Review Panel; and
- 19.2.2 refer the dispute to it.
- 19.3 The Review Panel shall consist of an impartial member of UCM management, nominated by the Principal, a Governor, nominated by the Chair of Governors; and a lecturer, nominated by the complainant.
- 19.4 The Review Panel shall conduct a review of the complaint within ten working days of its referral.
- 19.5 The Review Panel may:
- 19.5.1 dismiss the complaint;
- 19.5.2 add observations of its own to the appraisal statement;
- 19.5.3 amend the appraisal statement;
- 19.5.4 determine the objectives where they are the subject of disagreement;
- 19.5.5 declare the appraisal statement to be void and order a new appraisal;
- 19.5.6 order that part of the appraisal be repeated; or
- 19.5.7 resolve the issue (whether it relates to the appraisal statement or not) in any other way that appears to be fair and equitable in all the circumstances.
- 19.6 No determination of the complaint shall be made without the appraiser first being given a fair opportunity to make his/her response.
- 19.7 Where the complainant is a member of the Senior Management Team, or is the Principal, the above provisions shall apply, with the following amendments:
- 19.7.1 in paragraphs 21.2 and 21.3 for "the Principal" substitute "the Chief Officer, Department of Education, Sport and Culture";
- 19.7.2 in paragraph 21.3, where the complainant is a member of the senior leadership team, for "UCM Management" and "lecturer" substitute "Department of Education, Sport and Culture" and "a member of the Senior Management Team" respectively; and

19.7.3 in paragraph 21.3, where the complainant is the Principal, for "College Management" and "lecturer" substitute "Department of Education, Sport and Culture" and "a second member of the Governing Body" respectively.

- 19.8 The appeals procedure does not remove the appraisee's right of recourse to the Grievance Procedure at any stage.
- 19.9 Where an adherence to the above time periods is likely to lead to the commencement of the summer holiday without the dispute having been resolved, for "working days" substitute "calendar days".
- 19.10 The appeal will ideally be conducted in person however by agreement with all parties it may be conducted in writing. However, with the agreement of all parties it may be conducted in writing. Where an appeal is conducted orally, the appraisee has the right to be accompanied by an association/trade union representative or by a friend.

## **20.0 MANAGEMENT OF THE SCHEME**

- 20.1 It shall be the responsibility of the Principal to ensure the implementation, management and progress of the appraisal system in UCM, and to report on the nature of the objectives that have been identified as a result of the process to the Governors.
- 20.2 It shall be the responsibility of the Senior Leadership Team to take account of the implications of professional development needs, identified by the appraisal process, when completing the UCM training plan. It shall be the responsibility of SLT to manage, monitor and evaluate the appraisal process.

## **21. REVIEW**

- 21.1 The policy and procedures shall be reviewed annually as part of the standardisation process.
- 21.2 The Chief Officer, Department of Education, Sport and Culture and the Principal, in consultation with the accredited representatives of the recognised trade unions working through the JNC, shall update and amend the Scheme as required, to ensure that it is effective and complies with the regulations and changes, which may from time to time be introduced by the Isle of Man Department of Education, Sport and Culture.

**CLASSROOM OBSERVATION PROTOCOL**

The Department is committed to ensuring that classroom observation is developmental and supportive and that those involved in the process will:

- carry out their role with professionalism, integrity and courtesy;
- evaluate objectively;
- report accurately and fairly; and
- respect the confidentiality of the information gathered
- observation time, place and date to be mutually agreed, with 5 working days' notice.

The amount of observation for each lecturer should reflect and be proportionate to the needs of the individual.

Information gathered during the observation will be used, as appropriate, for a variety of purposes. This will include informing UCM's self-review and evaluation and improvement strategies in accordance with the Department's commitment to streamlining data collection and minimising bureaucracy and workload burdens on staff.

In keeping with the commitment to supportive and developmental classroom observation, those being observed will be notified in advance.

Classroom observations will only be undertaken by persons with a relevant teaching qualification and by those who have had adequate preparation and possess the appropriate professional skills to undertake observation, including the provision of constructive oral and written feedback and support.

Oral feedback will be given as soon as possible after the observation and no later than the end of the following working day. It will be given in a suitable, private environment.

Written feedback will be provided within 5 working days of the observation taking place. The written record of feedback also includes the date on which the observation took place, the lesson observed and the length of the observation. The lecturer has the right to append written comments on the feedback document. No written notes in addition to the written feedback will be kept. Where evidence emerges from an observation that were not part of the focus of the observation, these should also be covered in the written feedback and the appropriate action taken.

The Principal/senior leadership team have a duty to evaluate the standards of teaching and learning and to ensure that proper standards of professional performance are established and maintained.

There is a right to 'drop in' to inform their monitoring of the quality of learning, without formally advising the lecturer in advance.

Where appropriate, 'drop ins' may be undertaken by other members of UCM's leadership team.

**EXAMPLE CLASSROOM OBSERVATION FEEDBACK RECORD.**

Date of feedback \_\_\_\_\_

Date of observation \_\_\_\_\_

Class observed \_\_\_\_\_ Length of observation \_\_\_\_\_

**Strengths:**

**Areas for development:**

**Lecturer's comments:**

Observer \_\_\_\_\_ (signature)

Lecturer \_\_\_\_\_ (signature)

**NAME: see alternative below**

## CPD Record

This form enables you to keep track of your CPD activity.

To demonstrate alignment with the ETF Professional Standards, choose **at least one** CPD activity for each of the three sections; Teaching and Learning: Planning and Delivery; Teaching and Learning: Assessment; and, Subject Specialist Knowledge

Activity Date (s) and Duration	Activity Description	Put an 'X' in the professional standard area(s) below that apply (ies) to your CPD activity		
		1) Teaching and Learning: Planning and Delivery	2) Teaching and Learning: Assessment	3) Subject Specialist knowledge

**Alternative**

**NAME:**

**CPD Record**

This form enables you to keep track of your CPD activity.

<b>Activity Date (s) and Duration</b>	<b>Nature of Professional Development</b>	<b>Impact Value / Impact on my teaching</b>	<b>Use Value Impact on learners &amp; their learning</b>



# **Performance Management and Appraisal Proforma**



**DEPARTMENT OF EDUCATION SPORT AND CULTURE  
UNIVERSITY COLLEGE ISLE OF MAN  
STAFF APPRAISAL AND PROGRESS REVIEW FORM**

**Programme Area:**

**Appraisee's Name:**

**Appraiser's Name:**

*If you wish please use a copy of this form to prepare yourself for your Appraisal Meeting. Please pass a copy of the draft to your Appraiser one week before the Appraisal Meeting. This may help you think about your past performance and your future work and development needs.*

Is there a current job description for this position? YES / NO

**Appraisal Part 1** (To be completed by the appraisee)

In the table below, produce a few bullet points that you would like to talk about with your appraiser. Please use the three headings as guidelines.

Achievements, (Things I am proud of):
Challenges, (Things that stretched me):
Anything else you'd like to discuss:
Impact of professional development activities identified last year – (See CPD record)
Professional development opportunities identified for the coming year
Short, medium and long-term career aspirations

**Appraisal Part 2** (To be completed by the appraiser)

Is there anything the appraiser would like to discuss with the appraisee which has not been identified above?
---

## Appraisal objectives

Have the previous year's appraisal objectives been achieved? Yes

Supporting comments:

Recommendations to progress from pay spine 5 to pay spine 6 need to be supported with evidence of a teaching qualification

**Recommended: Yes / No** – Circle as appropriate

Appraisal objectives for the coming year. Objectives should be SMART and relate clearly to UCM's Strategy.

Review date:

If the appraisal is agreed, please sign below.

**Appraisee:**

Please print name

**Appraiser:**

Please print name

Date:

(If the outcome of the appraisal cannot be agreed, the appraiser should notify their line manager and the appeal process should be instigated).









## **APPENDIX 9 – SESSIONAL LECTURERS**

1. Sessional lecturers are engaged via zero hours contracts and claim for hours worked.
2. There is no mutuality of obligation i.e. no obligation for UCM to provide work or for the sessional lecturer to accept any work offered.

Sessional lecturers shall fulfil the professional duties detailed in Appendix 9A.

3. A sessional Lecturer may be entitled to a variable hours contract if their hours in the previous academic year exceed more than 300 hours.
4. Notice periods for sessional lecturers are detailed in their Statement of Written Particulars.



## Sessional Lecturers – professional duties

**Table to show the Professional Duties of Lecturers (as outlined in 7.3(a) and (b) of the Terms and Conditions of Service for Lecturers), Sessional Lecturer (Curriculum) and Sessional Lecturer (Leisure)**

<b>Professional Duties</b>	<b>Lecturer</b>	<b>Sessional Lecturer (Curriculum)*</b>	<b>Sessional Lecturer (Leisure)</b>
Timetabled classroom, laboratory, studio, workshop or outdoor teaching	Yes	Yes	Yes
Timetabled residential courses	Yes	Yes	No
Timetabled support for open and distance learning	Yes	Yes	No
Timetabled tutorial work	Yes	Yes (excl full time provision)	No
Timetabled study skills support	Yes	Yes	No
Timetabled consultancy/full cost recovery/economically costed activity	Yes	Yes	No
Timetabled supervision of placements, including off site visits for work experience and vocational assessments	Yes	Yes	No
Timetabled assessment and internal quality assurance of students; work within the normal allocation of pedagogic time to the course from which the students are drawn	Yes	Yes	No
Timetabled course induction of groups of students	Yes	Yes	No
Cover for absent colleagues	Yes	No	No
Invigilation of examinations	Yes	No	No

Remission granted under the provisions of Section 12	Yes	No	No
Such other timetabled duties as may be required from time to time as a consequence of staffing procedures, changes to programmes of study, quality assurance etc, any agreement with the lecturers line management	Yes	No	No
Formal mentoring of colleagues undertaking initial teacher training	Yes	No	No

\*other duties as negotiated

### **Departmental Duties**

<b>Departmental Duties</b>	<b>Lecturer</b>	<b>Sessional Lecturer (Curriculum)</b>	<b>Sessional Lecturer (Leisure)</b>
Preparation of lessons	Yes	Yes	Yes
Marking and evaluation of students work	Yes	Yes	No (formative only)
Design, development and administration of teaching materials and learning resources	Yes	Yes	Yes
Non timetabled tutorial work, including academic guidance, welfare and counselling	Yes	No	No
Interviewing and enrolment	Yes	No	No
Course correspondence and recordkeeping including submitting timely attendance registers	Yes	Yes	Yes
Attendance at team and committee meetings	Yes	Attendance at relevant meetings as	No

		required by management	
Oversight and appraisal of other members of staff	Yes	No	No
Course review, evaluation and quality assurance	Yes	Module/unit review, evaluation and quality assurance	No
Curriculum Development	Yes	Yes	No
Liaison with schools and other stakeholders	Yes	No	No
Such other non timetabled duties as may be required from time to time as a consequence of changes to programmes of study, quality assurance, etc by agreement with the lecturers line manager	Yes	Yes	Yes

## **APPENDIX 10 - SUPPORT FOR LEARNING AND DEVELOPMENT**

### **Financial Assistance**

University College Isle of Man management may agree to grant financial assistance towards the cost of learning and development:

A condition of all financial assistance granted is that the employee must provide evidence to College management of the satisfactory completion of the course within 3 months of its completion. Examples of such evidence would be the certificate issued by the awarding body. Where such evidence of satisfactory completion is not provided to College management may seek the return of the financial assistance granted and issue an invoice to recover the amount advanced.

### **Undertaking to Repay Financial Assistance**

Where financial assistance is requested the employee will complete and sign the Application Form available online. By signing the form, the employee agrees to repay some or all of any financial assistance granted, in the following circumstances:

- if the employee fails to take an examination of the body or organisation concerned within a reasonable period; or
- if the employee discontinues the course of study or fails to show satisfactory progress

In the above circumstances, a refund will be sought of the total amount of financial assistance granted, including any travel and subsistence.

In addition to the above, if the employee leaves the employment of the Department of Education, Sport and Culture, during the period of study, a repayment of the full amount may be sought; or

- having completed the course, leaves the employment of the Department of Education, Sport and Culture within two years from the date of obtaining the qualification (date of certificate or pass notification if earlier) a repayment may be sought of up to 50% of the total amount of financial assistance granted (including travel and subsistence expenses). The budget holder shall ensure that:-

the Application Form (available online) has been completed, authorised and forwarded to College management prior to any payment being made.

- Where documentary evidence to confirm satisfactory completion of the course of study is not submitted within 3 months of the expected completion date (see application form) an invoice may be issued to recover the amount of financial assistance granted, including travel and subsistence.



## **APPENDIX 11 - JOINT NEGOTIATING COMMITTEE CONSTITUTION**

1. **Name**

The name of this Committee shall be the Joint Negotiating Committee for University College Isle of Man Lecturers and Managers.

2. **Scope**

The functions of the Committee as defined in Clause 3 shall relate to all lecturing staff and managers in the employment of the Isle of Man Department of Education, Sport and Culture.

3. **Functions of the Committee**

To engage in collective bargaining on pay and other terms and conditions of service (excluding superannuation) for lecturers and managers as defined in Clause 2 and it may fulfil any function that falls within the scope of the general definition. Amongst the more specific objects are consideration of the following matters:-

- (a) provisions for the regular consideration of pay and other terms and conditions of service;
- (b) provision of a channel of communication between the Department and its staff on matters affecting their joint and several interests;
- (c) provisions for regular and recognised opportunities for consideration of various problems that arise from time to time.

4. **Membership of the Committee**

The Committee shall consist of the Director of Strategic Advice for Education (or another member of DESC SLT), Department of Education, Sport and Culture and Principal of the University College Isle of Man (or their representatives), together with the HR Business Partner and employee representatives nominated in accordance with the provisions of Clause 5.

5. **Membership of Employee Representatives**

To ensure that as far as possible all lecturing staff of the Department are fairly represented, each of the following will nominate representatives who are members of, or employees of, that association to serve on the Committee. The

Associations will provide to the Department the names of nominees by 1<sup>st</sup> September in each academic year.

**National Education Union** - 1 union representative who must be employed under these Terms and Conditions;

**The University and College Union (UCU)** - 2 union representatives who must be employed under these Terms and Conditions.

An employee representative may nominate a substitute who must be employed under these terms and conditions and also from that association.

## 6. **Conduct of Business**

- 6.1 The Committee shall regulate its meetings as it thinks fit, but meetings shall be held not less frequently than annually. Each meeting shall take place during normal working hours so as to avoid any need for paid leave of absence or time off in lieu.
- 6.2 The Department's HR Business partner or her delegate shall act as minute Secretary for meetings.
- 6.3 The minutes of the meetings shall be kept by the Secretary who shall arrange for the same to be circulated to all management and employee representatives prior to agreement, normally within 14 days. The minutes shall be signed by the Chair and an employee representative at the next meeting in a form to be jointly agreed.
- 6.4 Items for the Agenda shall be given to the secretary not less than 6 days before a meeting and the agenda shall be issued at least 5 days before the meeting. An urgent meeting may be convened by agreement of all parties, in which event, only the item of urgency shall be discussed.
- 6.5 The Chair of the Committee shall be the Director of Strategic Advice for Education or their representative/another member of DESC SLT.
- 6.6 The purpose of the Committee is to negotiate and to seek agreement. On matters of substance the Memorandum of Agreement will be signed by all parties. Decisions shall be recorded in the minutes as to whether they are unanimous or majority and shall be signed by the Chair and employee representative.
- 6.7 It shall be the responsibility of the Department to ensure that the Terms and Conditions of Service for Lecturers document is amended to reflect agreements concluded.
- 6.8 By joint agreement of all parties, one or more persons of special knowledge may attend meetings in an advisory capacity with the agreement of the Chair, who shall forthwith inform all other parties.
- 6.9 A quorum shall be 3 members, 2 of whom shall be employee representatives.

## 7. **Failure to Reach Agreement**

- 7.1 Where agreement between the Department and employee representatives cannot be reached by negotiation, it shall be agreed jointly to refer the matter in dispute to an Industrial Relations Officer who may:-
- (a) seek to bring about a settlement by way of conciliation or mediation; or
  - (b) by joint agreement of the parties, refer the matter to independent arbitration.

- 7.2 Where he/she considers it appropriate to do so, the Government Industrial Relations Officer may appoint one or more independent assessors to provide technical or specialist advice to the arbitrator. Any party may suggest such an appointment, but any assessor so appointed must be acceptable to all parties.
- 7.3 The parties shall endeavour to agree terms of reference in respect of any matters in dispute. Where they cannot agree terms of reference, each shall prepare a written statement containing a submission in respect of those issues. Those statements taken together will constitute the terms of reference for the arbitration. The decision of the arbitrator shall be binding on all parties.

**8. Variation and Termination of the Constitution**

- 8.1 The Constitution may be terminated by 3 calendar months' notice in writing by any of the parties to the others.
- 8.2 Any variation to this Constitution will be agreed between the Department and employee representatives and will become effective when agreed in writing by all parties.

**9. Signatories to the Constitution**

Signed for and on behalf of the Department of Education, Sport and Culture:

Chief Executive Officer,  
(Department of Education, Sport and Culture)

.....  
*[Signature]*

Date 25/10/19

Principal  
(University College Isle of Man)

.....  
*[Signature]*

Date 24/10/19

Signed for and on behalf of NEU:

.....  
*J. Richardson*

Date 24/10/19

Signed for and on behalf of UCU:

.....  
*[Signature]*  
*K. Stott*

Date 24/10/19  
24/10/19