# CONTRACT OF EMPLOYMENT - INCLUDING A STATEMENT OF PARTICULARS OF TERMS OF EMPLOYMENT

This contract and written statement of particulars is issued in accordance with the Employment Rights Act 1996, and is subject to the satisfactory completion of the pre-employment checks set out in your offer letter. *[Delete if not applicable]*

**Employer:** Southampton City Council

**Employee:**  EMPLOYEE NAME

**Post:** FIXED TERM *[delete if permanent]* POST TITLE

**Location:** SCHOOL NAME

There may be a requirement for you to work, on

occasion, in another school that is part of the

cluster/Trust. *[delete if not applicable to your school]*

**Post Start Date:** START DATE

# School Continuous

**Employment Start Date:** DATE

**Continuous Local**

**Government Start Date:** DATE

**Aggregated Service Details:** *[delete if not applicable]*

|  |  |  |  |
| --- | --- | --- | --- |
| Employer | Start Date | End Date | Service (Years/Days) |
|  |  |  |  |
|  |  |  |  |
|  | | Total | 00/000 |

**Details of Your Appointment**

This contract is for a PERMANENT/FIXED TERM term time only appointment and is expected to end on END DATE (unless terminated earlier - see notice periods). *[Delete as appropriate]*

**Duties**

Your duties are as set out in your job description. Please note that the school reserves the right to update your job description from time to time to reflect changes in or to the job.

**Period of Duty**

Your hours of work will be NUMBER hours per week, term time only. Precise daily working times are by arrangement with your headteacher and will be subject to the needs of the school.

Your normal working days and hours are……….. with a daily [paid or unpaid] lunch break of……….. [depending on pro rata hours agreed].

***Variable hours or days of work [optional]***

Your [hours of work and/or days of work] may change. [Set out how the employee’s hours of work and/or days of work can vary and how, for example if it’s weekly or monthly].

Your working times per day and working days per week may need to vary from one academic year to another. Any such variations will be the subject of full consultation at the earliest reasonable time with you, so that your views may be taken into account, subject to the operational needs of the school being paramount.

The period of duty will be a maximum of 195 days per academic year - to include all the sessions when the school is open and when the children are in attendance.

**Pay/Grading**

Your post is graded at GRADE and your current spinal column point is SCP. Your salary in line with your current contractual hours/weeks is £ ANNUAL PRO RATA SALARY per annum which incorporates an additional payment to bring your hourly rate in line with the Living Wage, applicable up to and including spinal column point 10. *[only applies to SCP 6-10 - delete if not applicable]*

Your annual salary is calculated as follows:-

|  |  |  |  |
| --- | --- | --- | --- |
| (hours per week) | x | PAID WEEKS | x £FTE SALARY |
| 37 |  | 52 wks |  |

For salary calculations 195 days are deemed to be 39 weeks and the difference between 39 and PAID WEEKS weeks covers your annual and public leave entitlement. (See Holiday section for details).

**Pay Protection** *[delete if not applicable]*

Because you have been selected for a lower graded post as part of a restructure/ redeployed into a lower graded post as a result of organisational change, the following pay protection arrangements will apply to this appointment and override the salary of your substantive grade stated above:

Your earnings will be protected and will remain at the value of £PROTECTED AMOUNT, the current equivalent of spinal column point SCP. The period of pay protection will be two years, at the end of which pay will be adjusted to the top point of the substantive grade. Within the two year period pay protection will cease to apply if you are successful in securing another role which is a higher grade/spinal column point than the protected salary, or your new substantive grade catches up with the protected basic pay.

**Pay Arrangements**

You will normally be paid in 12 equal monthly instalments by credit transfer on the 23rd of each calendar month (or the working day before). You must maintain a suitable bank or building society account into which payment can be made and ensure that the school holds details of it and is notified of any changes.

**Probationary Period** *[delete if not applicable] or [revise wording as per the contract guidance if model policy not ratified]*

Permanent posts and fixed term appointments of one year or more are subject to a probationary period of 6 months (26 working weeks for term time only employees). Fixed term appointments of less than one year are subject to a 3 month probationary period (13 working weeks for term time only employees). Satisfactory completion of the probationary period is necessary in order to be formally confirmed in post. Refer to the Probation Policy & Procedure for details.

**Incremental Progression**

Incremental progression within a pay grade is on an annual basis, each April.  Incremental progression of one spinal column point up to and including the top point of the grade is automatic.

**Job Share** *[delete if not applicable]*

You have been appointed on a job sharing basis. The job share will be worked as agreed between your job sharing partner, your headteacher and yourself.

You will not be compelled to work additional hours, but when your job sharing partner is absent you may be given the opportunity to undertake additional hours beyond your contracted hours, which will be paid at plain time rate.

**Pensions**

Membership of the Local Government Pension Scheme is given from the date of appointment, subject to eligibility. For further information please visit the Hampshire Pensions Services website <http://www3.hants.gov.uk/pensions/lgps.htm>.

**Allowances and Additional Remuneration *[edit as appropriate]***

There are no allowances attached to your post.

*OR*

The following allowances are attached to your post: *[delete those that do not apply]*

|  |
| --- |
| Irregular Hours Pattern 1 |
| Irregular Hours Pattern 2 |
| Unsocial Hours/Night Working |
| First Aid Allowance |
| Fire Marshall Allowance |
| Standby and Call Out Allowance\* |

\* Paid on a claims basis, where employee is on an approved rota.

Allowance details will be included with your contractual paperwork and are also available from the school. The listed allowance(s) forms part of the Pay & Allowances Framework, which is subject to review, change and possible discontinuation as a result of future collective consultation with the recognised trade unions.

Details on the provision of and criteria for overtime, weekend and bank holiday working payments and mileage rates can also be found in the Pay & Allowances Framework.

**Overpayments**

Where an overpayment of salary or allowances is made which is recoverable under the terms of the Employment Rights Act 1996, the school reserves the right to adjust your future salary payments until the overpayment has been recovered and/or to require payment upon request. Any adjustment will only be made after consultation with you.

Employees are expected to check their pay slip and where there is any suspected overpayment report this immediately to the school.

**Annual Leave**

Payment for your annual leave and public holiday entitlement is included within your annual salary and you are not entitled to take leave during your contracted working weeks. For the purposes of the Working Time Regulations you are deemed to take your entitlement to annual leave during school closure periods.

Your pro rata payment for annual leave and public holidays is your paid weeks entitlement (see Pay/Grading section above) which is calculated in accordance with the table below:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Weeks worked per year | Grade | Total Paid Weeks | | |
| Less than 5 years’ service | More than 5 years’ service | More than 20 years’ service |
| 39 | Grades 1 - 5 | 44.3  (includes 5.3 weeks paid leave) | 45.3  (includes 6.3 weeks paid leave) | 45.9  (includes 6.9 weeks paid leave) |
| Grades 6 & 7 | 44.5  (includes 5.5 weeks paid leave) | 45.3  (includes 6.3 weeks paid leave) | 45.9  (includes 6.9 weeks paid leave) |
| Grades 8 & 9 | 44.7  (includes 5.7 weeks paid leave) | 45.3  (includes 6.3 weeks paid leave) | 45.9  (includes 6.9 weeks paid leave) |
| Grade 10 | 44.9  (includes 5.9 weeks paid leave) | 45.5  (includes 6.5 weeks paid leave) | 46.1  (includes 7.1 weeks paid leave) |
| Grade 11 and above | 45.1  (includes 6.1 weeks paid leave) | 45.7  (includes 6.7 weeks paid leave) | 46.3  (includes 7.3 weeks paid leave) |

When you leave this employment your final salary may be adjusted against the monthly instalments actually made during the current academic year so that the salary paid for the part-year shall relate to the number of days you have actually worked.

**Notice**

If you wish to terminate your employment with the school, the notice period you are required to give is based on your grade:

Grades 1 – 8 One month’s notice

Grades 9 – 10 Two months’ notice

Grade 11 and above Three months’ notice

The period of notice that the school will give to end your employment is the same as the notice required from you, unless the statutory entitlement is longer, in which case this will be given. The statutory entitlement is one weeks’ notice per year of continuous employment up to a maximum of twelve weeks’ notice after twelve years’ continuous employment. Upon the recommendation of the Governing Body, the Council has the right to terminate your employment without notice or pay in lieu of notice in the event of gross misconduct or other fundamental breach of contract on your part.

Where an employee is subject to a probation period then only the statutory minimum notice requirement will apply.

**Disclosure & Barring Service Check (DBS)**

The school reserves the right to require a disclosure and barring check /follow up disclosure as this post is exempt from the Rehabilitation of Offenders Act (ROA) 1974 (Exceptions) Order 1975 (amended 2013). For further details please refer to the Disclosure & Barring Policy available in school.

If your employment at any point in time comes under the Childcare (Disqualification) Regulations 2009, the disqualification criteria contained in the statutory guidance will apply.

**Sick Leave and Sick Pay**

The regulations regarding your entitlement to sick leave and associated allowances are detailed in the Employee Handbook.

**Disciplinary Procedure**

The trade unions, Governing Bodies and the Council recognise that it is the responsibility of management to maintain discipline and hence it is in the interests of the school and its employees to establish a disciplinary procedure for the fair treatment of employees.

Disciplinary rules relating to your employment are contained within the Disciplinary Procedure and the Employee Handbook which are available from the school.

**Grievance Procedure**

If you have a grievance relating to your employment the matter should be taken up in the first instance with your designated line manager or headteacher and resolved in accordance with the Grievance Procedure. The Grievance Procedure is available in school

**Terms and Conditions of Employment**

There are other national agreements and statutory entitlements that relate to your employment, plus local policies and collective agreements which affect your terms and conditions. All policies relating to employment are available from the school. Of these policies only Disciplinary, Grievance and the Code of Conduct are contractual policies.

Your employment is also subject to the provisions of the Education Acts, the regulations made by the Secretary of State for Education.

Any future changes in the terms will be advised to you in writing, or otherwise recorded for you to refer to, within one month of the change.

**Continuous & Aggregated Service**

Your period of continuous employment for statutory entitlements under the Employment Rights Acts will be calculated from the date of commencement of employment with this school. Service with other Southampton schools where Southampton City Council is the employer and employment with the Council itself, will be counted towards continuous service where there have been no breaks in service between periods of employment.

For the purposes of determination of redundancy payments, entitlement to annual leave and entitlements under the Occupational Maternity and Sickness Scheme; any continuous service with a body identified as an associated employer under the Redundancy Payments (Local Government) Modification Order 1983 (as amended) will be taken into account.

All local authority service (i.e. service with any organisation listed in the Modification Order), service with Hampshire Constabulary (support staff) and the Hampshire Fire Service, whether continuous or not, will be aggregated with continuous service to count towards entitlement to annual leave.

**Trade Unions**

Southampton City Council recognises a number of Trade Unions for collective bargaining purposes. You may wish to join a relevant recognised Trade Union of your choice.

**Non-Disclosure of Confidential Information**

This offer of employment will be conditional upon an undertaking that you will not disclose confidential information without authorisation, nor otherwise make any statement or action to the detriment of the school during the term of the contract, or within two years after the termination of the contract.

**Data Protection**

The information contained in this document will be held on a computer database and may be used by the Council for statistical purposes in accordance with Data Protection Legislation, which includes the UK General Data Protection Regulation and the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy, legislation that is the successor to any or all of the above, and all applicable Law about the processing of personal data and privacy. It may also be used for the prevention and detection of fraud and crime.

You may be criminally liable if you knowingly or recklessly disclose personal information in breach of Data Protection Legislation.  Any breach of Data Protection Legislation or the Council’s Information Governance policies may be treated as a disciplinary matter.

**ACCEPTANCE FORM**

**Written statement of employment particulars**

This statement is issued in accordance with The Employment Rights Act 1996.

To accept the terms and conditions confirmed in the written statement of employment particulars, you must sign and return this form to the school.

I, TITLE FORNAME SURNAME accept the appointment in accordance with the terms and conditions confirmed in the written statement of employment particulars issued to me on ISSUE DATE.

I understand this appointment is subject to pre-employment checks as may be necessary, in relation to my appointment. *[delete if checks completed]*

Signature:

Employee Name:

Date accepted: \_\_\_\_\_\_