**CASUAL WORKING ARRANGEMENT TEMPLATE**

**(“as and when required”)**

**STRICTLY PERSONAL**

Date

Dear (Name)

**(Casual Job Title), (SCHOOL)**

I am pleased to offer you the above casual arrangement. This letter contains all the details relating to this arrangement, including pay, notice provisions etc., and should be read carefully as it forms the arrangement between Southampton City Council and yourself.

**Start Date**

The date of commencement of this casual arrangement with Southampton City Council is (date).

**Terms of the Appointment**

This appointment is on a casual basis.

You will not be an employee of Southampton City Council. The services you provide to the school are on an ad hoc and casual basis. This means that whilst the school will try to give you as much notice as possible when offering work, there is no obligation on the part of the school to provide such work nor for you to accept any work so offered.

**Location**

Your initial workplace is (school name) and at such other place of employment in the service of the school as required.

# Hours of Work

This arrangement carries no fixed hours per week. Actual hours required will be discussed with you at the point at which any work is offered.

**Pay**

Your rate of pay will be £(rate) per hour which is equivalent to spinal column point (SCP). Your hourly rate incorporates an additional payment to bring it in line with the Living Wage (applicable to spinal column points 6-10). (delete as appropriate). Payment is dependent on completion and submission of the relevant timesheet.

Your payment is subject to the deduction of tax, national insurance and any other agreed or lawfully required deductions, including the deduction of pension contributions where appropriate. The school also reserves the right to deduct any sums that are owed by you, including any overpayments.

**Pensions**

You are able to opt into the Local Government Pension Scheme for any casual employment you undertake.  Where you choose not to do so, membership can be triggered automatically at a later date, if eligibility criteria are subsequently met.  For further information please visit the Hampshire Pensions Services website <http://www3.hants.gov.uk/pensions/lgps.htm>

**Leave**

Annual Leave

You will accrue leave by the hour from day one. With effect from 1st June 2015 leave will be calculated as follows:

|  |  |
| --- | --- |
| **Grade** | **Leave Accrual Rate** |
| Grades 1 – 5 | 0.089 |
| Grades 6 – 7 | 0.092 |
| Grades 8 – 9 | 0.096 |
| Grade 10 | 0.119 |
| Grade 11 and above | 0.123 |

To calculate leave entitlement, multiply the number of hours worked, to a maximum of 37 in any week, by the applicable accrual rate.

Leave must be taken with the prior agreement of your line manager.

Note: For support staff required to comply with term time only working arrangements i.e. not able to take leave during the school’s term time, you will receive payment for your annual leave accrued. For the purposes of the Working Time Regulations you are deemed to take your entitlement to annual leave during periods of school holidays.

Public or Statutory Holidays

You will be entitled to statutory and general public holidays where you:

1. are employed on an assignment at that time
2. would have worked on these days had it not been a statutory/public holiday
3. will continue to work on the day following these days

**Sickness Absence and Sick Pay**

For absences up to 7 days you are required to complete a self-certificate form (obtainable from your line manager). For absences beyond 7 days you are required to obtain a medical certificate signed by a doctor

Where you will be absent due to sickness or injury whilst on an assignment, you should notify your line manager at the earliest opportunity.

The provisions for and entitlement to sick pay are subject to compliance with the rules as set out in the Council’s Conditions of Service Handbook, available on Young Southampton.

The relevant date for continuous service in respect of entitlement to paid sick leave is given in the first page of this letter.

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

The school reserves the right to require a disclosure and barring check /follow up disclosure as this casual work 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.

**Notice**

The school requires a minimum of one weeks’ notice of termination of this arrangement, where you wish to cease this arrangement. Where the school ceases to require your casual services you will be given one weeks’ written notice.

**Collective Agreements and Statutory Provisions - Support Staff**

There are other national agreements and statutory entitlements that relate to this casual arrangement, plus local policies and collective agreements which affect the applicable terms and conditions. All policies relating to employment are available from the school.

**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 General Data Protection Regulation (*(Regulation (EU) 2016/679)*, the Law Enforcement Directive (Directive (EU) 2016/680), the Data Protection Act 2018 (subject to Royal Assent) 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.

**Signed on behalf of Southampton City Council:**

**……………………………………………………………………**

**Date: ……………………………………………………………**

**PLEASE SIGN AND RETURN THE SECOND COPY OF THIS STATEMENT TO INDICATE YOUR ACCEPTANCE OF THIS OFFER**

**Signed (Name):- ...................................................................................…..**

**Date:- ........................……………………………………………………………**