CONFIDENTIAL

Dear

OFFER OF APPOINTMENT AND STATEMENT OF WRITTEN PARTICULARS FOR TEACHING STAFF (PERMANENT FULL TIME)

On behalf of North Ayrshire Council, I have pleasure in offering you an appointment to the under noted post subject to the following requirements. Please note that if you fail to meet any or all of these requirements the offer may be withdrawn or your employment terminated.

(i) satisfactory completion and clearance of criminal convictions declaration form.
(ii) the receipt of satisfactory references
(iii) your satisfactory completion, and the Council's clearance of your PVG scheme membership

Please also ensure that you have completed the previously supplied health questionnaire to ensure that any required reasonable adjustments can be made prior to you starting employment with the Council.

EMPLOYER: NORTH AYRSHIRE COUNCIL

POST TITLE:

LOCATION:

SERVICE: EDUCATION & SKILLS

DATE OF APPOINTMENT:
Section A

Contractual Terms and Statement of Particulars

The terms of the contract are set out below. Please note that the information set out in paragraphs A1 to A16 is also your Statement of Particulars as required under the Employment Rights Act 1996 (as amended).

1 **General**

Your employer, Service in which the employment is offered, post title and appointment date are as noted above.

2 **Asylum, Immigration and Nationality Act 2006**

The Asylum, Immigration and Nationality Act 2006 sets out the law on the prevention of illegal working and you must, therefore, prove your eligibility to work in the United Kingdom. If you have not previously provided proof of eligibility you must provide the documentation referred to in the enclosed attachments. Please note that these documents must be originals and not copies.

**Regulated Work with Children**

Your PVG Scheme Membership has been accepted, and you are appointed to a post defined as regulated work with children under the Protection of Vulnerable Groups (Scotland) Act 2007.

Should you become listed as unsuitable from working with children then you will be removed from that type of work, and subject to the Council’s Disciplinary Policy and procedures.

As a PVG Scheme Member, you are legally required to give Disclosure Scotland notice of any changes to name or gender within 3 months of the change. In addition, it is useful to keep Disclosure Scotland up-to-date with your contact details which means contact can be made quickly in the event of any query and avoids any delay in future applications. You should also inform Disclosure Scotland when you stop doing regulated work for North Ayrshire Council.

3 **Location and Mobility**

Your normal place of work will be as noted above. However, the Council may require you to transfer to a suitable alternative place of work. In this event you and, if necessary, the appropriate Trade Union will be consulted and given reasonable prior notice of the transfer. Any transfer will be in accordance with the compulsory transfer agreement for teaching staff.

4 **GTC(Scotland) Registration**

This appointment is subject to you holding current registration with the General Teaching Council for Scotland and if you are not already in the Council’s employment as a teacher, you will require to submit evidence of registration. You are required to be familiar with and adhere to the GTCS code of Professional conduct. Your GTC(S) Registration Number .
5 **Continuous Employment Period**

North Ayrshire Council recognises any continuous public authority service for the purpose of, and as defined in, the Redundancy Payments (Local Government) (Modification) Order 1999 (as amended).

However, where the collective agreement as noted in Paragraph 14 or any relevant statute provides a more favourable method of calculating a period of continuous employment then that more favourable method of calculation shall apply.

a) Your period of continuous employment for statutory employment rights, such as unfair dismissal and written reasons for dismissal dates from .

b) Your period of continuous service for the purposes of calculating entitlement to redundancy payments and periods of notice dates from .

If you have previous service with any public authority for the purpose of, and as defined in the Redundancy Payments (Local Government) (Modification) order 1999 (as amended), special provisions with regard to continuous service and/or reckonable service may apply. Full details are available from Human Resources, Cunninghame House, Irvine, KA12 8EE.

6 **Salary and Method of Payment**

Your salary on commencement of employment will be £ per annum.

Details of all Teaching staff salaries are contained within the Scottish Negotiating Committee for Teachers (SNCT) Handbook and is available from your place of work, www.snct.org.uk or Human Resources, Cunninghame House, Irvine KA12 8EE.

Salaries are paid monthly by direct credit transfer and you will receive an itemised payslip that details all your payments and deductions and gives details of your net salary for each month.

Payment for each month is made on the last Thursday before the last Friday of each month.

If you leave the employment of the Council between pay day and the last day of the month you will be required to repay any salary received but not earned.

Salary will accrue at a basic daily rate of 1/235ths of annual salary.

7 **Hours of Work**

Your working year consists of 195 days of which 190 days will coincide with the school year for pupils with the remaining 5 days being worked on duties as planned by Education & Skills (e.g. in-service training).

Your working hours are 35 hours per week under the overall direction of the Head Teacher of your school as contained within the Scottish Negotiating Committee for Teachers agreements. The contractual obligations for teachers will be expressed in relation solely to a 35 hour week within which a maximum of 22.5 hours will be devoted to class contact.
8 **Annual Leave and Public Holidays**

From the commencement of your employment you will accrue your annual leave and public holiday entitlement on the basis of 0.2051 of a day for each day worked.

The leave year is 1 September to 31 August of each year and leave shall not normally be carried over to the next year. Annual Leave has to be taken at the times determined by the Council following consultation with the Local Negotiating Committee for Teachers.

Please note that the entitlement to annual leave (inclusive of public holidays) is subject to repayment of any leave taken but not accrued at time of termination of employment with the Council (see below).

On termination of employment, wherever possible, any annual leave earned for the leave year has to be taken prior to your termination date unless at the instance of the Council or through unavoidable circumstances, such leave cannot be taken. You will receive your annual leave entitlement proportionate to your period of employment in that holiday year and be paid for those days earned but not taken at your normal rate of pay at time of leaving. However, if you have taken more days than your part-year leave entitlement provides, then you are required to repay to the Council at your normal rate of pay those days of leave taken but not earned.

If you leave the service of the Council voluntarily or retire at or during the summer holiday period, you will be entitled to salary in full for the period during which the school is not in session, provided that the teacher was in service on the day prior to the period when the school is not in session and had been in service since the commencement of the appropriate leave year.

9 **Sick Leave and Allowances Scheme**

Sick leave and payment of allowances when absent through sickness or injury will be in accordance with the terms and conditions of the Scheme as set out in SNCT agreements. Full details of the sickness allowances and notification arrangements are available from your place of work, [www.snct.org.uk](http://www.snct.org.uk) or Human Resources, Cunninghame House, Irvine KA12 8EE.

The Sick Leave and Allowances Scheme provides for payment of salary at full and half pay depending on your service during periods of sickness or injury subject to you completing 18 weeks’ continuous service with the Council or any public authority and to which the Redundancy Payments Modification Order (Local Government) 1999 (as amended) applies.

For the first 18 weeks of your employment, you are, therefore, not entitled to participate in the Council’s Sick Leave and Allowances Scheme and receive sick pay unless you have continuous qualifying service (as noted above) that equals or exceeds 18 weeks immediately prior to your date of appointment as shown above.

If you are absent through sickness or injury and do not qualify for the Council’s Sick Leave and Allowances Scheme, you may be eligible to receive Statutory Sick Pay (SSP), subject to satisfying and qualifying conditions. Please note that you will require to complete 3 days of each and every period of sickness before any such SSP payments are made.
An employee absent from duty due to sickness or injury will receive, in any one period of 12 months, sickness allowance a set out in the table below.

<table>
<thead>
<tr>
<th>Service of Commencement of Absence from Duty</th>
<th>Full Salary for a period of</th>
<th>Half Salary for a period of</th>
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<tbody>
<tr>
<td>Less than 18 weeks</td>
<td>nil</td>
<td>nil</td>
</tr>
<tr>
<td>18 weeks, but less than 1 year</td>
<td>1 month</td>
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<tr>
<td>1 year, but less than 2 years</td>
<td>2 months</td>
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<tr>
<td>2 years, but less than 3 years</td>
<td>4 months</td>
<td>4 months</td>
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<tr>
<td>3 years, but less than 5 years</td>
<td>5 months</td>
<td>5 months</td>
</tr>
<tr>
<td>5 years or more</td>
<td>6 months</td>
<td>6 months</td>
</tr>
</tbody>
</table>

In accordance with the Sick Pay and Allowances scheme, if for any day of sickness absence you fail to comply with the notification and certification requirements as noted below and there is no acceptable reason for this, your entitlement to a sickness allowance for such days shall cease. In such circumstances, you would receive advance notice of non-payment of sick pay.

It should also be noted that if the Council believes that an employee’s absence in due to their own fault or has been engaged in conduct prejudicial to their recovery, then payment of sick pay allowance may be forfeited.

When you are unable to attend your work because of sickness or injury you are required to report your absence in accordance with the Council’s Sick Leave and Allowances Scheme as set out below.

In such instance, you, or in exceptional circumstances someone acting on your behalf, must notify your supervisor or other nominated officer of such absence as soon as possible and not later than 1 hour after the normal commencement of work. Such notification must include the reason for the absence and the likely duration of the absence.

Where the absence continues to a fourth day, you or someone acting on your behalf, must notify your supervisor or other nominated officer of the continuing absence and whether the period of absence is likely to continue beyond a seventh day. Where the period of absence is up and including 7 days (including weekends) you are required to complete and return a North Ayrshire Council self certificate form. Where the absence extends to the 8th day or beyond, you are required to submit to your supervisor or nominated officer, a doctor’s medical certificate (and, where appropriate, a self certificate to cover the first 7 days of your absence).

You are also required to comply with any other local rules on sickness absence reporting.

North Ayrshire council is committed to managing absence through the recording, monitoring and reviewing of levels and reasons for employee sickness absence as set out in its Policy for Maximising Attendance. The performance and attendance of all employees will be monitored and records will be kept for each individual employee including reasons for absence.
**10 Notice Periods**

If you wish to terminate your employment with the Council you are required to give a minimum period of notice in writing as follows:

4 weeks notice if you are an Unpromoted Teacher/Chartered Teacher, or,
8 weeks notice if you are a Promoted Teacher.

The minimum period of notice to which you are entitled to be given by the Council to terminate your employment is:

**Unpromoted Teacher/Chartered Teacher**
Four weeks where service is less than four years
One week for each complete year of continuous employment where service is four years but less than twelve years continuous employment;
Twelve weeks if you have twelve years or more continuous employment.

**Promoted Teacher**
Eight weeks where service is less than eight years
One week for each complete year of continuous employment where service is eight years but less than twelve years continuous employment;
Twelve weeks if you have twelve years or more continuous employment.

If your employment is terminated by the Council, the Council may make you a payment in lieu of notice.

**11 Pension Scheme**

You will be subject to the provisions of the Scottish Teachers’ Superannuation Scheme which is a contracted out scheme in accordance with Part 111 of the Pensions Schemes Act, 1993. Full details may be obtained from the Scottish Public Pensions Agency on 01896 893000 or www.sppa.gov.uk.

You will automatically become a member of the Scottish Teacher's Superannuation Scheme. If you wish to opt out of the scheme, please contact HR but, since it is not a requirement that you be a member of the Scheme you are entitled to opt out at any time. If you wish to opt out of the scheme, please contact Human Resources on 01294 324650 for an opt out form

Please note that if you become a member of the Scheme, Pension Regulations allow you to apply for a transfer of previous pension rights into the Pension Fund subject to that application being made within 12 months from the date when you become an active member of the Scheme.

**12 Disciplinary Rules and Procedures**

The Council has established standards of discipline which you are required to observe. These standards are detailed in the Council’s Disciplinary Rules and if you choose to accept this offer of employment, you accept the Rules as a term and condition of your employment. A copy of the Disciplinary Rules are enclosed. (If you are a current employee, you should have previously received a copy but if not, please contact Human Resources, Cunninghame House, Irvine).
Breach of the Disciplinary Rules will be dealt with under the Council’s Disciplinary Procedures for Teaching Staff a copy of which is available either at the location at which you are employed/based, from Human Resources, Cunninghame House, Irvine or on the Council’s intranet (Navigate).

The Disciplinary Procedure sets out the process to be followed if an allegation of misconduct is made against an employee. Throughout the process the employee is entitled to be represented as set out in the North Ayrshire Council Disciplinary Procedures for Teaching Staff.

Where a penalty is applied, the employee can appeal within 14 days as follows:

- For First Warnings (Oral and Written) the appeal is submitted to the officer stated in the written notification of the penalty and the appeal is heard by a higher management official;
- For Final Written warnings, Action Short of Dismissal and Dismissal, the appeal is submitted to the Head of Human Resources who arranges for the appeal to be heard by the Appeals Committee of North Ayrshire Council.

13 Grievance Procedure

The Council has a Grievance Procedure a copy of which is available either at the location at which you are employed/based, from Human Resources, Cunninghame House, Irvine or on the Council’s intranet (Navigate).

The Procedure sets out the circumstances in which an employee can raise a grievance. Throughout the process the employee is entitled to be represented in accordance with the statutory provisions as set out in the Employment Relations Act, 1999.

- If following informal discussions with the employee’s Line Manager, the issue remains unresolved, he/she should raise the matter in the first instance with his/her Head Teacher using form GP1 (Stage 1).
- Where the matter remains unresolved, the employee may pursue the matter by submitting the grievance to the Head of Service using form GP2 (Stage 2).
- Where the matter remains unresolved, the employee may submit the grievance within 15 working days to the Head of Human Resources for the matter to be heard by the Appeals Committee of North Ayrshire Council (Stage 3).
- Only where the grievance remains unresolved and relates to the interpretation of a national agreement, can the matter be referred to the Scottish Negotiating Committee for Teachers (Stage 4).

14 Terms and Conditions of Employment

Your Terms and Conditions of employment will be in accordance with the collective agreements of the SNCT as contained in the handbook “Scheme of Salaries and Conditions of Service for Teaching Staff in School Education” as amended from time to time. This may also include agreements reached at the Local Negotiating Committee for Teachers (LNCT) in accordance with protocols agreed by the SNCT.

A copy of the above agreement is available for inspection at your place of employment, www.snct.org.uk or Human Resources, Cunninghame House, Irvine.
Notification of changes to the terms and conditions of your employment or Human Resources Policies, Procedures and Guidance Notes will be either in writing directly to you, through your payslip, in Circulars issued by Human Resources, on the Council’s intranet (Navigate), or by such other method as deemed appropriate. Notification will be undertaken in accordance with the Employment Rights Act, 1996.

Any queries relating to your terms and conditions should be raised with your Headteacher in the first instance.

15 Amendments to Collective Agreements

The collective agreements noted above in paragraph 14 may be changed through negotiation and any such agreed changes will, from the appropriate date, amend your contract of employment accordingly.

Section B

Other Contractual terms

The under noted also form part of your contractual terms of employment.

1 Salary Adjustments/Overpayment of Salary/Deductions

Notification of future salary changes will be contained in your payslip. In the unlikely event of an overpayment being made to you due to error, this will be recovered directly from your salary after consultation with you, and if necessary, your trade union.

The deductions which can be made from your salary by the Council in addition to all statutory and agreed deductions are:-

- Unauthorised absence
- Authorised unpaid leave
- Enforcement of a Court order
- Strike action

2 Incapacity due to sickness

If you have been absent for more than seven days, you may be required to produce additional evidence of continued incapacity or submit to a medical examination by a medical officer appointed by the Council.

3 Retirement Age

The Council does not operate a normal retirement age. However, if you are a member of the Scottish Teacher’s Superannuation Scheme you can retire at 65 or later and obtain full access to the benefits you have acquired.

If you wish to retire from the Council and gain access to your accrued benefits, you are required to give a minimum period of four month’s notice in writing. This is to allow the Scottish Teacher’s Superannuation Scheme enough time to process your retirement.
Upon receipt of your request to retire, the Council will request a quote on your behalf from the Superannuation Scheme and issue you with the appropriate retirement paperwork. The full retirement process can be found in the Council’s Retirement Policies and Procedures.

For those employees who are not members of the Local Government Pension Scheme, you must give notice in line with the notice period in your most recent contract of employment.

4 Equality

North Ayrshire Council is an Equal Opportunities employer and has a zero tolerance to any form of discrimination. This is supported by their Equality Policy which embraces equal opportunity in all of its employment practices.

The policy places responsibilities on Council management, elected members and its employees not to discriminate against others on the grounds of their age, disability, gender reassignment, race, religion or belief, sex, sexual orientation, marriage and civil partnership and pregnancy and maternity or engage in any other unjustifiable practices such as harassment, aggression and bullying. Not only are such practices contrary to Council policy, but they also may be unlawful and will always be treated as a disciplinary matter.

You have a duty to comply with the Equality Policy in full and to assist in maintaining a working environment that is free from discrimination. An aggrieved employee may complain to management as set out in the Council’s policies and procedures on Equality in Employment, and Dignity and Respect at Work Policy. The Council will deal with allegations of discrimination seriously, promptly and in confidence and undertake to protect from victimisation, those employees who make a complaint under these procedures.

Full details of the policy are available from your employing Service or Human Resources, Cunninghame House, Irvine, KA12 8EE.

5 Health & Safety at Work

It is your duty to comply with the Council’s Health and Safety policy, to adopt safe working practices and to wear the appropriate personal protective clothing if and when appropriate. The Council’s Health and Safety policy is available at your workplace, Education & Skills Support Services Section or in the office of the Human Resources Health and Safety Unit.

Section C

Other Information

I shall be pleased if you will advise me at the earliest opportunity of whether or not you wish to accept this offer on the terms and conditions stated by completing and returning the enclosed Acceptance Slip.

You must return the required documents with the Acceptance Slip otherwise it may prevent or delay processing your acceptance. Any delay in receiving the documentation may also result in your salary/wages not being credited to your bank account on the due date.
If accepting, you should report for duty to at on . If you are a new employee, your Income Tax Form P.45 should be brought with you when reporting for duty.

In anticipation of receiving your acceptance, may I take this opportunity to welcome you to North Ayrshire Council's service.

Yours sincerely

Gavin Macgregor
Head of HR and Organisational Development

Encs.