



East Ayrshire Council
Comhairle Siorrachd Àir an Ear

JNCT: 21-02

JOINT NEGOTIATING COMMITTEE FOR TEACHERS

PARTICULARS OF EMPLOYMENT

DATE

PRIVATE AND CONFIDENTIAL

XXXX

XXXX

XXXX

Dear XXXXX

**OFFER OF APPOINTMENT AND WRITTEN PARTICULARS
OF MAIN TERMS OF EMPLOYMENT**

SERVICE: ECONOMY & SKILLS

POST OF: XXXXXX

On behalf of East Ayrshire Council, I am delighted to offer you an appointment to the above post. Your main terms and conditions are in accordance with the collective bargaining agreement of the Scottish Negotiating Committee for Teachers (SNCT) as varied or supplemented by any local agreements (see Appendix 1).

Section 1: Job Details

1) **Appointment Details**

Your appointment will commence on XXXXX.

Date of Commencement of Continuous Service:

- (a) Your period of continuous service for statutory employment rights dates from XXXXX.
- (b) Your period of continuous service for the purpose of calculating entitlement to redundancy payments, period of notice and special leave (where appropriate) dates from XXXXX.
- (c) Your period of continuous service for the purpose of calculating entitlement to annual leave, sickness allowance and maternity/adoption leave is inclusive of any probationary period and therefore dates from XXXXX.

You are employed on a permanent basis.

(Or for temporary choose the appropriate statement)

You are employed on a fixed term basis. The reason for your appointment is to cover the substantive post holder who is undertaking other duties/on maternity leave/on a career break. It is anticipated that your appointment to the post will end on DATE when the post holder returns. The Council reserves the right at its entire discretion to terminate your employment at an earlier date by giving you the appropriate notice in writing as detailed in section 4 – Notice. *(Or for permanent staff in temporary posts)* At the end of this temporary appointment you will return to your substantive post of XXXXXX on your substantive terms and conditions.

You are employed on a fixed term basis. The reason for your appointment is to undertake a specific task/project (add details) and your appointment will end when the work is complete. It is anticipated

that your appointment to the post will end on **DATE**. The Council reserves the right at its entire discretion to terminate your employment at an earlier date by giving you the appropriate notice in writing as detailed in section 4 –Notice. *(Or for permanent staff in temporary posts)* At the end of this temporary appointment you will return to your substantive post of **XXXXXX** on your substantive terms and conditions.

You are employed on a fixed term basis. Your appointment is to a **XXX** funded post and the duration of your appointment coincides with the period of funding. It is expected that your appointment to the post will end on **DATE**. The Council reserves the right at its entire discretion to terminate your employment at an earlier date by giving you the appropriate notice in writing as detailed in section 4 – Notice. *(Or for permanent staff in temporary posts)* At the end of this temporary appointment you will return to your substantive post of **XXXXXX** on your substantive terms and conditions.

There is no probationary period associated with this appointment.

2) **Work Location**

Your normal location of work will be **XXXXX**.

[IF REQUIRED TO WORK ACROSS LOCATIONS IT MUST BE SPECIFIED ABOVE]

Teachers are appointed to the service of the Council. The Council needs to maintain flexibility in the deployment of teachers in line with the Education Service's improvement plan. In this capacity, the Council may require you to carry out your duties on a temporary or permanent basis at any other establishment or location within East Ayrshire. Such change is managed in accordance with agreed transfer arrangements applicable at the time.

3) **Hours of Work**

You are contracted on a full time basis 1FTE (35 hours per week) in accordance with the provisions of the **SNCT Handbook** which contains the National Scheme of Salaries and Conditions of Service for Teachers and Associated Professionals, as supplemented by any local agreements which may exist, or Council policy.

Or for part time:

You are contracted on a part time basis 0.**X** FTE (**X** hours per week) in accordance the provisions of the **SNCT Handbook** which contains the National Scheme of Salaries and Conditions of Service for Teachers and Associated Professionals, as supplemented by any local agreements which may exist, or Council policy. Your working pattern for this school year will be **[insert working days]**. (Thereafter, your working pattern will be agreed on an annual basis (normally June) with the Head Teacher in accordance with the needs of the school).

Full time Teachers work 195 days per year over 5 days Monday to Friday (5 of these days are dedicated to duties as planned by the Council).

The 35 hour working week of teacher is divided into 3 parts as detailed (pro rata for part time teachers):

Class contact	22.5 hours
Preparation and correction	7.5 hours
Remaining time	5.0 hours

Working arrangements are in accordance with the arrangements on Working Time agreed at school level, and the [SNCT Code of Practice in Working Hours, Working Week](#).

4) **Notice**

The [SNCT Handbook – Part 2, Section 9](#) states that the minimum period of notice to terminate employment to be given by a teacher on the main grade scale, a teacher on the Chartered Teacher spine, Music Instructor or an Education Support Officer, Quality Improvement Officer or Education Psychologist shall be 4 working weeks, and by all other teachers, quality improvement managers, principal and depute educational psychologists 8 weeks, which include 4 working weeks.

The minimum period of notice to terminate employment to be given by the Council to a teacher on the main grade Scale or Chartered Teacher Spine, a Music Instructor or an ESO, QIO, or educational psychologist shall be:

- 4 working weeks, where service is less than 4 years,
- 1 week for each year of continuous service, where total service is at least 4 but less than 12 years, and
- 12 weeks, where service is 12 years or more.

The minimum period of notice to terminate employment to be given by the Council to all other members of the teaching staff, QIMs and educational principal and depute psychologists shall be:

- 8 weeks, where service is up to 8 years, including 4 working weeks.
- 1 week for each year of continuous service, where service is at least 8 but less than 12 years, and
- 12 weeks, where service is 12 years or more.

These arrangements shall not prevent the Council or a teacher from giving or agreeing to give a longer period of notice than the minimum.

Section 2: Remuneration and Leave Provisions (*see also Appendix 2*)

5) **Salary**

Your commencing salary will be £XXX per annum (Common Scale Point X) within the Main Grade scale which is £XXX - £XXX. Subject to satisfactory service, your salary will rise within the scale by annual increments on the 1st August.

Your salary will be paid monthly by credit transfer to your bank account.

The Council follows the provision of the National Pay and Leave Specification when calculating salary payments. This can lead on some occasions where there is a change of employer or salary to there being a negative balance or low pay situation. Further information is provided within Appendix 1, Section 17 of the Supplementary Particulars of Main Terms of Appointment, with full details on how these matters are to be addressed available within the [SNCT Handbook - Appendix 2.19](#) (paragraphs 4.3-4.6).

6) **Pension**

You are subject to the provisions of the Scottish Teacher's Superannuation Scheme, and you will contribute to the scheme at the appropriate rate. All teachers are automatically enrolled into the scheme unless you indicate that you do not wish to join. Teachers who become members of the SPPA will pay contributions based on their full time equivalent pensionable pay. The rate applicable in your case is XX% based on your commencing salary of £XXXX per annum.

If you do not agree with your contribution rate you should seek clarification from your Human Resources Officer in the first instance.

You are entitled to opt out of the scheme in order to make alternative pension provision at any time. Details on opting out and all other information can be found on the Scottish Public Pension Agency website at <https://pensions.gov.scot/teachers>.

7) **Holidays**

(Use this paragraph for Teachers and Music Instructors)

The annual leave entitlement of a full time teacher or music instructor shall be 40 days. Pro rata arrangements shall apply to part time staff and those employed for any part of the leave year. Public holidays are included in this entitlement. A teacher or music instructor working for an entire school session will accrue a full leave entitlement. The annual leave entitlement is inclusive of statutory leave entitlement.

(Use this one for Educational Psychologists, QO's, QIO, QM grades e.g. SEGM's)

You are entitled to XX days annual leave inclusive of public holidays (35 days if you have less than 5 years continuous service at the beginning of the leave year, and 40 days if you have over 5 years continuous service) in accordance with the SNCT Scheme of Salaries and Conditions of Service.

The Pay and Leave Specification aligns all pay and leave calculations to run parallel to the academic session of the local authority in which a teacher works. Paid leave is calculated on the basis of 0.20513 for each day worked in the school session.

The school holiday dates are agreed by the Council in consultation with the trade unions and associated professionals. The balance of any days beyond the working year and the annual leave entitlement will be school closure days. Full details of annual leave can be found in the [SNCT Handbook – Part 2, Section 5](#).

The National Pay and Leave Specifications (SNCT 18/64) requires that a recalculation of leave entitlement is undertaken where a change in employment or salary occurs during the holiday year, as this may result in an under or overpayment in salary (see Appendix 2, Section 17 for further details).

8) **Sick Pay and Procedure**

Your entitlement to sickness allowance is subject to the provisions as outlined in [Part 2 Section 6 of the SNCT Handbook](#), and is dependent upon your recognised continuous service at the start of your absence. The current rate is detailed below:

Continuous service at commencement of absence	Full pay for	Half pay for
Less than 18 weeks	Nil	Nil
18 weeks but less than 1 year	1 month	1 month
1 year but less than 2 years	2 months	2 months
2 years but less than 3 years	4 months	4 months
3 years but less than 5 years	5 months	5 months
5 years or more	6 months	6 months
<i>Full pay - normal pay you receive inclusive of any entitlement to SSP</i>		
<i>Half pay - half normal pay plus any entitlement to SSP as long as it does not exceed full pay</i>		

In order to qualify for the above payments you must adhere to the Council's Sickness Absence Notification and Certification Procedure and should report your absence in the first instance to your school/line manager as soon as you can, but no later than your normal start time. Your attendance will be monitored in accordance with the Council's 'Supporting Attendance at Work Policy' which can be found on the Council's intranet.

9) **Maternity, Adoption and Shared Parental Leave and Pay**

You may be eligible for maternity, adoption and shared parental leave and pay, subject to meeting the qualifying conditions. The provisions relating to this allowance are outlined in [Part 2 Section 7 of the SNCT Handbook](#). The current rate is detailed below:

You are entitled to 52 weeks leave. Pay is in accordance with your SNCT Scheme of Salaries and Conditions of Service and currently at the rate of:

Week 1 - 13	Full pay
Weeks 13 - 39	Statutory Maternity Rate (SMP)
Weeks 39 - 52	Unpaid

Information on notification procedures can be found in the Council's Maternity, Adoption and Shared Parental Leave Policy, available on the Council's intranet.

10) **Other Leave Provisions**

East Ayrshire Council offers a range of paid and unpaid leave referred to within Appendix 2.

Section 3: Post Specific Conditions

11) **GTC (Scotland) Registration**

You are required to hold and maintain registration with GTC Scotland as a condition of your employment. Failure to do so will be regarded as a breach of contract.

Whilst in employment your annual registration fee will automatically be deducted from your salary in April of each year and paid directly to the GTCS. If for any reason you are on unpaid leave or have insufficient salary at the time of this deduction, you will be required to pay the fee directly to GTCS.

You are required to comply with the GTC Scotland's Code of Professionalism and Conduct which sets out the standards of conduct and competence expected of registered teachers, available from <https://www.gtcs.org.uk/>.

12) **PVG Scheme**

All employees who undertake regulated work with children or protected adults must remain eligible to work with children or protected adults throughout their employment in any regulated post. Employees are responsible for meeting the cost of the required PVG or PVG update.

You are required to report any charges or convictions which occur during your employment to your Head Teacher. This will enable East Ayrshire Council to review any potential impact on your employment.

Section 4: Training and CLPL

13) **Induction and Training**

Upon appointment to East Ayrshire Council you will be required to complete Corporate Induction with the Council and a local induction within school. Your induction will include Health and Safety and other training specific to the role you undertake and you will be required to complete the Council's mandatory e-learning training modules.

All employees have access to corporate training, as required, details of which can be viewed on the Council's Learning Academy at <http://learning.east-ayrshire.gov.uk/>. Ongoing training needs will be identified and addressed annually through the Council's PRD process following discussion between you and your Head Teacher. There is no cost to you for any of these courses.

Training will be undertaken within the context of the 35 hour working week.

14) **CLPL**

You are also required to participate in career-long professional learning (CLPL) to satisfy the statutory requirements of your registration with GTCS. Engagement in the Professional Update process is a requirement for registration with GTC Scotland and will impact on all those who are currently registered with the General Teaching Council Scotland. You will be supported to access role specific training which may be necessary to meet these requirements.

It is important that professional learning provides rich opportunities for teachers to develop and enhance their professional knowledge and practice, in order to progress the quality of learning and teaching and school improvement.

Critical self-evaluation is an important part of the professional learning and PRD process. The GTCS Professional Standards offer constructive support for teachers as they consider how they might develop their professional values and dispositions, their knowledge, skills and understanding through on-going critical self-evaluation and professional learning.

[ENSURE ANY TRAINING PAID FOR BY THE EMPLOYEE IS DETAILED HERE – THIS WILL NOT OFTEN BE THE CASE BUT WE HAVE A LEGAL DUTY TO REPORT IT IF SO]

Section 5: Employment Policies and Procedures (see also Appendix 3)

15) East Ayrshire Council has in place a range of employment policies and procedures which apply to you in your role, as referred to within Appendix 4.

You are required to familiarise yourself with these policies.

Section 6: Employee Benefits (non-contractual) (see also Appendix 4)

16) East Ayrshire Council provide access to a range of other benefits and discounts as referred to within Appendix 3.

Employee benefits **do not** form part of your terms and conditions of employment and can be changed by the employer at any time through consultation with our recognised Trade Unions. Likewise, employee discounts are provided by third parties and **not** the Council, and are therefore subject to change at the discretion of the third party.

I shall be pleased to hear from you in writing whether or not you wish to accept this offer on the foregoing terms and conditions. If you are accepting this offer please sign the statement on the enclosed copy letter and **return to Human Resources, The Opera House, 8 John Finnie Street, Kilmarnock, KA1 1DD** or by **reply email to xxxxx.xxxxx@east-ayrshire.gov.uk** as soon as possible together with the documents for completion and/or return.

Please note that only upon receipt of your acceptance of this offer of appointment, together with appropriate documentation, will your employment details be recorded on the Council's Human Resources Information System for payroll purposes. Therefore failure to return the documentation requested in your offer of appointment letter timeously will result in late payment of your salary.

Yours sincerely

HUMAN RESOURCES OFFICER

Enc: Supplementary Particulars of Main Terms of Appointment

Document for completion and return

Signed Copy of Contract

I hereby acknowledge receipt of the written statement of terms and conditions as required under the Employment Rights Act 1996 and confirm my acceptance of this offer of appointment on the foregoing terms and conditions. I confirm that I understand the nature of the appointment.

Signature _____ Date _____

Name _____

(Block Capitals)

Supplementary Particulars of Main Terms of Appointment

Appendix 1: Terms and Conditions - General Statement

17) Your main terms and conditions are in accordance with the agreements of the Scottish Negotiating Committee for Teachers (SNCT) as varied or supplemented by any local agreement, and policy of the Council.

(a) **National Terms and Conditions of Employment**

National terms and conditions of employment are those set by the SNCT (see www.snct.org.uk).

(b) **East Ayrshire Council Terms and Conditions of Employment**

In respect of East Ayrshire Council terms and conditions of employment (see <http://eacintranet/>) these are:

- i) Collective agreements of East Ayrshire's Joint Negotiating Committee for Teachers (JNCT);
- ii) Agreements reached following consultation through the Teachers, Trade Union and Associated professionals Consultative Group; and
- iii) Approved Council policies and procedures.

From time to time variations in your terms and conditions of employment will result from negotiations and agreement with the specified trade union(s), and these will be incorporated in policy documents to which you have reference. East Ayrshire Council undertakes to ensure that future changes in these terms will be entered into these documents, or otherwise recorded for you to refer to, within one month of the change.

Appendix 2: Remuneration and Leave Provisions – further information

18) **Over/Under Payments in Salary**

The Council reserves the right to recover any overpayments made to you through error. These will be recovered directly from your pay after providing you with the detail, and in accordance with our procedure. Similarly, repayment of any underpayments will be made directly into your pay. You have a responsibility to check that you are being paid correctly. Where you suspect an error, it must be reported to Human Resources or Payroll.

In the case of overpayments, where the amount is less than 10% of your net pay this will be recovered in one instalment from your next pay. Should an overpayment be greater than 10% and arrangement will be made to recover the overpayment from you.

19) **Holidays upon Leaving the Service of the Council**

Should you leave the services of the Council, a calculation of your accrued leave within that holiday year will be undertaken. If you have not taken, due to the timing of school holidays your part-leave year entitlement, any outstanding balance will be paid to you at the end of your contract. Similarly if you have taken in excess of your accrued balance, we will recover payment for any days in excess of your accrued balance. Your new employer may undertake a similar calculation in accordance with the National Pay and Leave Specifications as detailed below.

20) **National Pay and Leave Specifications (SNCT 18/64)**

The SNCT agreed changes to the approach taken when calculating monthly salary payments for teachers pay, and introduced a National Pay and Leave Specification effective 1st August 2018. The specification sets out the agreed method for calculating pay for various scenarios.

Depending on your own personal circumstances, you may receive a letter from payroll colleagues advising that an adjustment to your pay is necessary to ensure that an overpayment does not arise. This typically occurs when you start employment for the first time, change employers, start or return from a career break, or when you change jobs internally where this affects your rate of salary. Employers are required to recalculate the projected accrued leave entitlement at the appropriate rate of salary for the period of employment within that holiday year.

Full details of the National Pay and Leave Specification is available to download from the Scottish Joint Negotiating Committee for Teachers website <http://www.snct.org.uk/circulars.php>

21) **Other Leave Provisions**

East Ayrshire Council offers a range of paid and unpaid Special Leave, including Carers Leave of up to 12 weeks per annum. Full details, including qualifying criteria, can be found on the Council's intranet within Human Resources, Policies and Procedures at <http://eacintranet/>.

Other paid and unpaid leave includes:

- Reasonable unpaid time off for care of dependants (1 day paid per year)
- Unpaid Parental Leave (maximum of 4 weeks per annum up to a total of 18 weeks or until the child reaches 18 years)
- Paid Bereavement Leave (up to 5 days)
- Paid Parental Bereavement Leave (2 weeks)
- Paid leave for sickness absence (up to 6 months full pay and 6 months half pay)
- Leave for Public Duties (paid and unpaid)
- Paid Leave for volunteering (1 day per year)
- Paid leave for study or examinations relevant to your role
- Unpaid Leave for Religious Festivals and Spiritual Observance
- Reservists Leave (paid and unpaid)

Appendix 3: Employment Policies and Procedures – further information

22) **Discipline**

Disciplinary procedures are in accordance with the Disciplinary Framework for Teachers ([JNCT 8](#) – Annex to SNCT18). If you wish to appeal against any disciplinary action taken against you, you must do so in writing within 10 working days of receipt of the letter confirming action.

23) **Grievance**

If you have a grievance relating to your employment, you should discuss this with your Head Teacher in the first instance. You may also find it helpful to speak with your trade union/professional association for advice and guidance on this matter. The Council will always look to resolve any concerns at the earliest stage. If this approach does not resolve the matter, further stages are detailed in the Grievance Framework for Teachers ([JNCT Circular 9](#) – Annex to SNCT 23).

24) **GTCS Framework on Teacher Competence**

Poor performance at work or failing standards of performance may occur for a variety of reasons. East Ayrshire Council will adhere to the GTCS Framework on Teacher Competence to support employees when difficulties arise.

25) **East Ayrshire Council Policies and Procedures**

East Ayrshire Council has in place a range of employment policies and procedures which apply to Teachers (those which are not applicable will be marked as such). These policies and procedures can be accessed on the Council's intranet within Human Resources, Policies and Procedures at <http://eacintranet/>.

[In particular you should familiarise yourself with the Council's Code of Conduct which provides guidance concerning your rights and duties at work](#) including, confidentiality, standards of conduct in public life, and undertaking other employment.

26) **Health and Safety**

The Council is committed to ensuring a health and safe working environment for all employees. You have the duty to take care of yourself and others affected by your activities at work and to co-operate with the Council's actions taken to meet its duties under the relevant Regulations. Our Policy Statement is displayed on premise health and safety notice boards. Your manager will provide details of the responsibilities which are specific to your job. Full information can be found on the Council's intranet at <http://eacintranet/Services/HealthandSafety/HealthandSafety.aspx>.

You are required to familiarise yourself with all policies which apply to you in your role.

Appendix 4: Employee Benefits (non-contractual) – further information

27) **Employee Benefits**

East Ayrshire Council provide access to a range of other benefits and discounts (not limited to those detailed below). Full information, along with any qualifying criteria, can be found on the Council's intranet at <http://eacintranet/> (see Human Resources, Policies and Procedures, Employee Benefits and Employee Discounts):

- Salary sacrifice Car Benefit Scheme facilitated by Fleet Solutions (subject to satisfying qualifying criteria)
- Scotwest Credit Union (Saving schemes, including Christmas savings, and other benefits - payments are deducted direct from your salary)
- Cycle to Work Scheme
- Discounted gym membership with East Ayrshire Leisure
- Employee Recognition Scheme
- Free Financial Advice with the Council's dedicated financial advisors
- Access to HSF, a contributory health care plan provider (paid for by employee)
- A range of third party discounts (these are subject to change at the discretion of the third party)

These benefits are non-contractual and are subject to change at the discretion of the Council or third party provider.

Appendix 5: Other Information

28) **Membership of a Trade Union**

East Ayrshire Council as an employer encourages trade union membership across its workforce.

Furthermore, the right to join a trade union is protected by employment/trade union legislation. The Council has entered into a Local Recognition agreement with the following trade unions/professional associations for collective bargaining purposes: AHDS, EIS, NASUWT, SLS, SSTA & Voice. You have the right to choose to join one or more trade union or none. You are also not restricted to joining a recognised trade union / professional association. Details of the services offered by each of these trade unions, and the benefits of membership, can be found on their websites.

29) **Change of Personal Details**

It is the responsibility of employees to ensure the personal information provided to the Council is accurate. If you change your address, telephone, emergency contact or bank details, please inform both the school and Human Resources to ensure all records are up to date.

30) **Car User Status**

Employees who are required to drive in the course of their duties must hold and retain a full current driving licence. If you use your car for authorised business purposes, mileage will be reimbursed at the HMRC (Inland Revenue) rate. You are responsible for insuring and maintaining your car, including complying with an annual MOT check.

31) **Retirement**

There is no default retirement age. However if you are a member of the Teacher's Pension Scheme you can retire at your normal pension age or later and obtain full access to the benefits you have acquired.

If you wish to retire and gain access to your accrued benefits, you are required to give a minimum of 4 months' notice in writing. This is to allow the Council and Scottish Public Pensions Agency (SPPA) enough time to process your retirement.

32) **Employee Welfare**

East Ayrshire Council is committed to creating a healthier and safer workplace by providing resources, information and opportunities to improve health and wellbeing. Our Employee Wellbeing Framework is embedded as a key element of organisational culture, including all leadership and management practice and development activity. Each manager has the prime responsibility for the welfare of employees, but to assist with or supplement the efforts of management, the Council provides additional support within the Human Resources Service.

Some of our Council wide supports available are:

- Occupational Health, Counselling, Cognitive Behavioural Therapy (CBT), Physiotherapy
- Online health information at: <https://eac.optimahealth.online/>
- Health and safety wellbeing bulletins
- Health and wellbeing related training
- Healthy Working Lives (which includes healthy eating ideas, physical activities and a managers guide to mental health and wellbeing 'Your path to better health and wellbeing' at: <http://eacintranet/Services/Healthy-Working-Lives/Healthy-Working-Lives.aspx>)
- Mental health intranet pages
- CHIP Van (Community Health Improvement Partnership)
- Suicide Prevention/ASIST trained staff
- Employment policies
- Free flu vaccines

Full details of the support available can be located on the Council's intranet at <http://eacintranet/>; within the Supporting Attendance at Work Policy; or alternatively from your Human Resources Officer.