

# Written Statement of Particulars

## **PLACE OF WORK**

Your designated workplace for this post is confirmed in form ToE1.

The Governors reserve the right to require you to work on any part of the current or future school site, including additional school sites under Collaboration or Federation arrangements in accordance with the needs of the service. This will be without any additional paid travelling time on giving appropriate prior notice of such requirement.

## **EMPLOYMENT STATUS**

Your employment status is confirmed in form ToE1.

If you are employed on a temporary or fixed term basis (either for a period of one term or less or as substitutes for permanently appointed teachers absent for reasons such as secondment, prolonged illness or maternity) this will be confirmed in form ToE1. The appointment will terminate on the date specified in form ToE1 for the reason specified in form ToE1 or when the substantive post holder returns to duty, whichever occurs first.

The appointment may, however, be terminated by either side before the specified date or before the occurrence of the event specified above provided you or the Governing body provide no less than the statutory minimum period of notice required as outlined below

1 month or more but less than 2 years -1 week  
2 years or more but less than 12 years - 1 week for each year of continuous service

### **Job Share**

The Authority agrees to employ you in a job-share capacity (provided it is able to recruit a job-share partner for your role should a vacancy arise).

Should the Authority not be able to recruit a suitably qualified person to fill the part vacant job share post and if you are unwilling or unable to work full-time, the Authority reserves the right to terminate your employment under the Scheme by the giving of the appropriate period of notice, as specified in the Employment Rights Act 1996. Such action would only be taken after consultation with you and your Trade Union Representative, if you so wished, regarding the various options available at that time.

You have a right of appeal against the termination of a temporary or fixed term contract. The appeal should be made in writing where possible, stating your grounds of appeal and to be received at least 7 days before the date of termination. The appeal should be addressed to the Chair of the Governing Body.

### **CONTINUOUS EMPLOYMENT**

Your date of commencement of continuous employment with the school is specified in form ToE1.

Your date of commencement of continuous employment with Carmarthenshire County Council or one of its predecessor Authorities is specified in ToE1.

Your period of continuous Local Government Service date for the purpose of certain statutory employment rights (i.e. sickness allowances, redundancy) is as specified in form ToE1. This will include any previous continuous service with any organisation covered by the Redundancy Payments (Continuity of Employment in Local Government etc.) (Modification) Order 1999, or any subsequent amending legislation, which covers Local Authorities and related bodies.

### **TERMS AND CONDITIONS OF EMPLOYMENT**

Your terms and conditions of employment will be subject to and in accordance with the:

- a) Education Acts and any Regulations and Orders made there under including the Education Workforce Council, the current edition of the School Teachers Pay and Conditions Document and future amendments;
- b) policies and procedures relating to employment which the Governing Body of the School may have adopted;
- c) Conditions of Service for School Teachers (known as the Burgundy Book) which are not inconsistent with the terms of this Contract. In the event of any conflict, the terms of this Contract will take precedence;
- d) Conditions of Service for School Teachers in Residential Establishments (known as the Orange Book) where appropriate;
- e) Instrument or Articles of Government for the school at which you are employed;
- f) Council's local collective agreements reached with Teacher Trade Unions recognised by the Council;

- g) Where required you will maintain membership of appropriate professional bodies.

Copies of these documents are available for inspection from People Management, Building 14, St. David's Park, Carmarthen or the school office.

## **PAY**

Your pay frequency and pay group are specified in form ToE1 and should be read in conjunction with the appropriate paragraph below.

Your salary will be paid monthly in arrears through Pay Group 15 on the last working day of each month. However, if the last working day falls on a Monday or Tuesday, you will be paid on the previous Friday. Payment is by bank credit to a bank account of your choice.

Your starting salary per annum and salary scale/grade is as specified within form ToE1.

Your salary will be paid in accordance with the provisions set out in the School Teachers Pay and Conditions Document published regularly by the Department for Education. The Governing Body will review your salary annually in accordance with the Pay Policy of the school. You will be given written notification of this in the Annual Salary Statement provided to you by the Governing Body.

### **Overpayments**

Should you be overpaid, as a result of a mistake in fact, the full amount will be deducted from subsequent salary payment(s) or any other payment due to you from the Council. The Employee Services Section is authorised to deduct 10% of your gross monthly salary to recover the overpayment and will continue until the full amount has been retrieved. Should you wish to make repayments in larger denominations please contact the Employee Services Section

In the event an overpayment has not been fully recovered before the time of your final salary payment the Employee Services Section is authorised to recover the full amount. If for any reason, the overpayment has not been recovered in full, the matter will be referred to the Authority's Debtors' Section in order that you be invoiced for the payment that remains outstanding.

## **UNAUTHORISED ABSENCE**

The Governing Body reserves the right to withhold payment or deduct from salary a day's pay for each day of unauthorised absence. Any decision concerning this matter will be made by the Head Teacher or Governing Body or his/her nominated representative. Unauthorised absence may result in disciplinary action being taken.

## **HOURS OF WORK**

The statutory arrangements for working time are set out in the current School Teachers Pay and Conditions Document summarised below:

### **Teachers**

You must be available to work 195 days in any school year, of which 190 days must be days on which you may be required to teach pupils and perform other duties. Those 195 days shall be specified by your Head Teacher / Chair of Governors.

A Teacher employed full-time must be available to perform such duties at such times and such places as may be specified by the Head Teacher for 1265 hours, those hours to be allocated reasonably throughout those days in the school year on which the Teacher is required to be available for work

In addition to the above, you will be expected to work such reasonable additional hours as may be needed to enable you to effectively discharge your professional duties. The amount of time required for this in addition to the 1265 hours referred to above shall not be defined by the Head Teacher / Chair of Governors.

A Teacher working part-time shall be required to work a pro rata amount of time based on the above as agreed between you and the Head Teacher / Chair of Governors on appointment and in accordance with the school timetabled week.

This does not apply to Teachers employed full-time wholly or mainly to teach or perform other duties in relation to pupils in a residential establishment.

Head Teachers, Deputy Head Teachers, Assistant Head Teachers, Teachers on the pay range for leading practitioners or Teachers in receipt of an acting allowance for carrying out the duties of a Head Teacher, Deputy Head Teacher or Assistant Head Teacher are not covered by the annual 1265 hours limit on directed time. However, overall hours should be reasonable in order for you to carry out your duties but also achieve a satisfactory balance between the time required to discharge effectively your professional duties and the time required to pursue your personal interests outside work.

These arrangements may be reviewed as required.

## **SCHOOL TERMS AND HOLIDAYS**

The dates of the school terms and holidays are determined by the County Council in consultation with the trade unions and notified to schools each year. They are also publicised on the Council's website.

## **SICKNESS ABSENCE**

Entitlement to sick pay is set out in the Burgundy Book and is based upon aggregate teaching service (excluding breaks in service) and as summarised below:

### **During your first year of service**

25 working days at full pay and after completing four calendar months service,  
50 working days at half pay;

### **During your second year of service**

50 working days full pay and 50 working days at half pay;

### **During your third year of service**

75 working days full pay and 75 working days half pay

### **During your fourth and successive years**

100 working days full pay and 100 working days half pay.

If you are unable to attend work as a result of illness or injury you must notify your Line Manager / Head Teacher in accordance with the School's Sickness Absence Policy, as soon as practicable on the first day of absence, of the reason for and likely duration of the absence.

You are required to self-certify your sickness absence for the first 7 days of absence (including Saturday and Sunday) by completing form SA128 (Self Certification Statement of Absence). This should be done immediately upon your return to work or as soon as possible if the absence is long term.

If your sickness absence is longer than 7 days, you must submit to your Line Manager / Head Teacher a Fit Note issued by your General Practitioner by the 8<sup>th</sup> day of absence.

For further details please see the school's Sickness Absence Policy which is available in the school office.

### **MATERNITY**

For Information on the Authority's Schools' Maternity Policy please click [here](#).

### **PATERNITY**

For information on the Authority's Schools' Paternity Policy please click [here](#).

### **NOTICE**

Except in the case of dismissal for misconduct, your employment may be terminated only at the end of any school term, i.e. 30 April, 31 August and 31 December, by the County Council or by you upon the following written notice being given:

a) **Head Teacher**  
Three months' notice expiring at the end of a school term as above, unless that term expires on 31<sup>st</sup> August when four months' notice must be given;

b) **Teacher**  
Two months' notice expiring at the end of a school term as above unless that term expires on 31<sup>st</sup> August when three months' notice must be given.  
Where you have been continuously employed for more than eight years, you are entitled to additional notice of one week per additional year of service to a maximum of twelve weeks.

Your employment may be terminated by the employer without notice or payment in lieu of notice in the event of serious misconduct.

### **CARS / TRAVEL**

Please note if you are authorised to use your car for work purposes you should ensure that you are able to drive and that you are covered by the appropriate business insurance. The Head Teacher also reserves the right to ensure at any time

that you are covered by the appropriate documents (MOT, car insurance and the appropriate driving licence).

Authorised work related car journeys are reimbursed at the Authority's car user allowance rate.

## **BENEFITS**

For details of your eligibility to benefits that may be available to you as an employee of the Authority please see the [Benefits page](#) on the intranet.

## **PENSION**

In accordance with Teachers' Pensions Scheme Regulations you will automatically become a member of the Teachers' Pension Scheme. Should you wish to opt out of the scheme, an Opting Out Form is available from [www.teacherspensions.co.uk](http://www.teacherspensions.co.uk) or 08456 066 166.

The Pension pack issued gives details of the benefits provided and further details are also available to view from Teachers' Pensions website – [www.teacherspensions.co.uk](http://www.teacherspensions.co.uk).

## **PROTECTION**

Protection of salary as stated in ToE1 (if applicable) will apply for up to 3 years in accordance with School Teachers' Pay and Conditions Document.

## **CONFIDENTIALITY**

You may not, during or after the termination of your employment with the Council, disclose to anyone other than in the proper course of your employment, any information of a confidential nature relating to the school, the Council or its business. Breach of this clause may lead to your summary dismissal if you are still in employment.

As an employee of the School you are responsible for complying with Data Protection legislation when processing personal data as part of your duties. You are also responsible for adhering to relevant School policies when handling personal data.

## **RESTRICTIONS ON OTHER EMPLOYMENT**

You are to devote your whole-time service to the work of the school except where otherwise authorised by your Head Teacher/governing body or where this is a part-time appointment.

## **GENERAL REQUIREMENTS OF THE POSTHOLDER**

You will act under the direction of, and assist, the Head Teacher/governing body or any such officer as may be appointed for that purpose by your Head Teacher/governing body. You will be held responsible for ensuring that the accountabilities of your post are fulfilled and your performance in doing so will be assessed regularly. You will carry out such work and duties as are usual or

necessary in connection with your appointment or such work as may reasonably be required.

## **DISCIPLINARY RULES AND PROCEDURE**

The disciplinary rules applicable to you are set out in the School's Disciplinary Policy and Procedure. (The school's policy is available from the school office). If you are dissatisfied with any disciplinary decision you have the right of appeal in accordance with the appropriate provision of the policy. Full details are available from your Head Teacher or Clerk to the Governing Body of the school.

## **GRIEVANCE PROCEDURE**

If you have a grievance relating to your employment you should discuss the matter in the first instance with your line manager, in accordance with the grievance policy and procedure (the school's policy is available from the school office). This explains the stages of the procedure available to you.

## **CAPABILITY PROCEDURE**

If you fail to perform your duties to an acceptable standard, action may be taken under the school's Capability Procedure (the school's policy is available from the school office).

## **DISMISSAL**

If you are dismissed from the employment of the Authority, you will be advised of the reason and offered a right of appeal in accordance with the terms of the appropriate policy as follows-

Health - Sickness Absence Management Policy

Redundancy - Redundancy policy

Performance - Capability Policy

Conduct - Disciplinary Procedure

## **DISCLOSURE AND BARRING SERVICE (DBS) DISCLOSURE**

All posts based in a school are subject to an Enhanced DBS Disclosure. Please note that the local authority or school may require you to undertake further criminal record checks by the DBS periodically after your date of commencement.

You are required to inform your Manager ***and*** your HR Advisor at Building 4, St David's Park, Carmarthen, at the earliest opportunity if you are under investigation for a criminal offence or are convicted of a criminal offence.

Please note that all declarations will be treated in strictest confidence and will not necessarily affect your employment. Failure to report such matters may result in disciplinary action being taken against you.

## **TRAINING**

It is a condition of your service that you undertake all appropriate training as specified for your post.

## **TRADE UNIONS**

The Council recognises the following Teachers' trade unions for purposes of consultation and negotiation on a range of employment issues:

Association of School and College Leaders	ASCL
Association of Teachers and Lecturers	ATL
National Association of Head Teachers	NAHT
National Association of Schoolmasters/Union of Women Teachers	NASUWT
National Education Union	NEU
Undeb Cenedlaethol Athrawon Cymru	UCAC

You are required to abide by the appropriate Health and Safety Rules of the school and the Local Authority. The Local Authority and School operates a no smoking policy.

Any changes in the terms of employment, particulars of which are contained, or set out in documents referred to in this letter, will be notified to you as appropriate.

This Written Statement of Particulars supersedes any previous Written Statement of Particulars.