

SECTION B – STATEMENT OF PARTICULARS

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INTRODUCTION

This document forms part of the Statement of Particulars and must be read in conjunction with Section A and the covering letter. More detailed information, including policies, can be accessed at the school.

Each Contract of Employment will stand alone and work undertaken in other posts will be subject to a further a Statement of Particulars and paid at the rate of pay applicable to that post.

NATIONAL AGREEMENT ON PAY AND CONDITIONS

Terms and conditions of employment are covered by existing National Agreements and Local Collective and other agreements negotiated and agreed with the trade unions recognised by this Authority for collective bargaining purposes, in respect of the employment group to which an employee belongs. Terms and conditions of service for Green Book employees are embodied in the NJC Agreement on Pay and Conditions of Service for Local Government Services (**Green Book**) and are incorporated into this agreement unless varied. A copy of the Green Book is available online via the Local Government Association <https://www.local.gov.uk/local-government-terms-and-conditions-green-book>

Dorset Council is committed to the principle of trade union recognition and collective bargaining in respect of key pay and terms and conditions and is currently seeking a Collective Agreement on Pay, Grading, Working Hours and Annual Leave arrangements in relation to Dorset Council which is a new Council created following local government reorganisation from 1 April 2019. The terms outlined in this Statement of Particulars reflect the terms provisionally agreed by Dorset Council pending ongoing negotiation with recognised trade unions with a view to reaching a Collective Agreement.

The Council undertakes to advise you in the event that a Collective Agreement is agreed and to consult with you regarding any proposed variations to your terms and conditions of employment arising as a result of any such agreement.

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SCHOOLS SUPPORT STAFF

1 PROBATIONARY PERIOD

- 1.1 All new employees joining the school are subject to a 26 week probationary period in accordance with the terms and conditions of their employment.
- 1.2 During probation employees will be required to establish their suitability for the post and be the subject of written reports on progress at intervals of 12 and 22 weeks after commencement. At the end of this period, subject to satisfactory service, your employment with the school will be confirmed.

2 EMPLOYER

- 2.1 As you are employed in a Community or Voluntary Controlled school your employer is Dorset Council.

3 CONTINUOUS SERVICE

- 3.1 The period of continuous service with the Council for statutory employment purposes is given in Section A of the Statement of Particulars under the heading Employer Continuous Employment.
- 3.2 Previous continuous service with an organisation covered by the Redundancy Payments (Continuity of Employment in Local Government etc) (Modification) Order 1999 (which covers local authorities and related bodies) and Tricuro will be included in calculating entitlement to:
 - Occupational Maternity Leave/Pay
 - Redundancy Pay (but see guidance on multiple contracts)
 - Occupational Sickness Pay
 - Annual Leave
- 3.3 Where an employee returns to local government service following a break for maternity reasons, or reasons concerned with caring for children or other dependants he or she will be entitled to have previous service taken into account in respect of the sickness and maternity schemes provided that the break in service does not exceed eight years and that no permanent full time employment has intervened. For the purpose of the entitlement to annual leave the eight years time limit does not apply provided that no permanent full time employment has intervened.
- 3.4 Where an employee is transferred to an organisation not covered by the Redundancy Payments (Continuity of Employment in Local Government etc)(Modification) Order 1999, continuity of service is protected under the TUPE Regulations where there is a TUPE transfer. However, if that employee returns voluntarily to local government service continuity is broken. Where an employee returns in such circumstances, without a break between employments, all previous continuous service will be recognised for the purposes of calculation of entitlements to annual leave, occupational maternity leave/pay and occupational sick pay. This is subject to the return to service being within five years of the original transfer.

4 DUTIES

- 4.1 A copy of the Job Description relevant to this appointment will be issued by the Head teacher.
- 4.2 Employees will be required to undertake training from time to time as deemed necessary by the Head teacher.

5 SALARY

5.1 Rates of Pay

- 5.1.1 Details of salary, grade, spinal column point range and any Labour Market Increments payable on appointment are shown in Section A of the Statement of Particulars.
- 5.1.2 Rates of pay are subject to annual review. Details of current salary scales and rates of pay are available on request.

5.2 Pay Intervals

You will be paid monthly in arrears by credit transfer on the last working day of the month unless otherwise specified.

5.3 Incremental Progression

- 5.3.1 Subject to satisfactory progress, increments will be payable on 1 April each year. Employees appointed between 1 October and 31 March will receive their first increment 6 months after commencement. If the increment payable is a competence-based increment, payment is subject to the achievement of previously agreed competence related targets determined as part of the Performance Development and Review process.
- 5.3.2 Incremental progression may be withheld as a disciplinary sanction.

5.4 Labour Market Adjustment Scheme (LMAS) Increments

- 5.4.1 Labour Market increments apply where this is indicated in Section A of the Statement of Particulars and will be reviewed on a three yearly basis.
- 5.4.2 If upon review, labour market increments or retainer payments are discontinued or reduced employees will be subject to the protection provisions outlined within the Labour Market Adjustment Scheme.

5.5 Salary Protection

- 5.5.1 Salary protection applies where this is indicated in the covering letter accompanying the Statement of Particulars. Full details of the salary protection policy are available on request from the school office.

5.6 Grade Progression

- 5.6.1 Where posts comprise of more than one grade or level this will be clearly identified in the Statement of Particulars and on the job description.

5.6.2 Progression to the next grade/level is subject to both assessment by the Head teacher and the requirement and ability to undertake duties commensurate with progression criteria (as detailed in the job description) and available funding before progression to the next grade/level can be confirmed.

5.7 Overpayment of Salary

5.7.1 In cases where an employee is subject to overpayment of salary or under-deduction of tax or National Insurance, the employer will seek to recover monies paid. Details of the procedure for the recovery of overpayments are available on request.

5.7.2 The employer reserves the right to recover from an employee all monies due on the termination of employment, subject to prior notification of the amount.

5.7.3 As a general rule, the period of recovery will not exceed the period of overpayment or under-deduction. The employer may proceed with deductions if agreement cannot be reached within 28 days of notification.

6 PAYMENT FOR UNSOCIAL HOURS WORKING, OVERTIME AND OTHER ALLOWANCES

6.1 Overtime

6.1.1 If the Head teacher requests, and an employee agrees, to work overtime, i.e. over 37 hours per week, payment shall be made in authorised cases, at the rate of plain time basic rate. (Also see 6.1.3)

6.1.2 Overtime which is agreed as payable by the Headteacher will be paid, otherwise overtime worked will be taken as time off in lieu, as agreed as part of usual management arrangements.

6.1.3 Where agreed overtime is worked during a shift when enhanced payments are applicable for unsocial hours working, payment for overtime will be at the appropriate enhanced rate in complete recompense.

6.1.4 Part time employees are entitled to overtime payments only at times and in circumstances in which full time employees would qualify

6.1.5 Where contract type in Section A of the Statement of Particulars is an annualised hours contract, employees will not be paid overtime (refer to paragraph 8.2.5)

6.2 Standby and Call-Out Payments

6.2.1 Where an employee is required to undertake standby duty this is indicated in Section A of the Statement of Particulars. When on standby an employee will be expected to respond to call-outs outside of normal working hours in accordance with the operational requirements of the school.

6.2.2 Payment for standby and callout will be made in accordance with the Councils Standby Scheme, details of which are available on request from the school office.

6.3 Weekend Work

- 6.3.1 Where hours are worked at weekends as part of regular rostered arrangements, payment will be at plain time for all hours worked on a Saturday or Sunday.
- 6.3.2 Where hours are worked at weekends on an ad hoc, irregular basis as part of normal flexibility to meet the needs of the School, payments for weekend work will not apply and time off in lieu will be granted.
- 6.3.3 Where additional hours are approved and worked at weekends which are over and above contracted hours either time off in lieu will be granted or additional hours will be paid at plain time at the discretion of the Headteacher depending on operational requirements.

6.4 Work on Public Holidays (See also paragraph 10)

- 6.4.1 Where authorised for payment, work undertaken on any public holiday (Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Early May, Spring or Summer) will be paid at time and a half of basic pay rate in complete recompense for all hours worked.

6.5. First Aid Allowance

- 6.5.1 If an employee is required to act as a designated first aider a first aid allowance will be paid. Details of the first aid allowance are available from the school office.
- 6.5.2 The first aid allowance is an annual allowance which will be paid on a monthly basis.
- 6.5.3 The payment of a first aid allowance can be terminated by one month's notice on either side.

7 HOURS & PATTERN OF WORK

- 7.1 The standard full-time working week for all posts is 37 hours. Total contractual hours are shown in Section A of the Statement of Particulars.
- 7.2 Times of work will be as directed by the Head teacher. Normal working arrangements will provide for an unpaid break of at least 20 minutes after 6 hours on duty.
- 7.3 Days of work will be confirmed to the employee with reasonable notice and shall be determined in accordance with operational requirements determined by the Headteacher to meet the school's needs.
- 7.4 Employees may be required to work on any 5 days out of 7 as determined by the school to meet service requirements. The number of days to be worked out of 7 will be informed by the school.
- 7.5 The school reserves the right to consult upon and to change working patterns at any time where required to meet school needs.

- 7.6 Where employees work part time hours (i.e. less than 37 hours per week) they are entitled to the same terms and conditions as full time employees but on a pro rata basis, as applicable.
- 7.7 For details of payments for unsocial hours, overtime and other allowances refer to paragraph 6.
- 7.8 Employees on a zero hour contract should refer to paragraph 8.6
- 7.9 Employees on a term time only contract should refer to paragraph 8.4
- 7.10 Employees on an annualised hours contract should refer to paragraph 8.2
- 7.11 Employees on a job share contract should refer to paragraph 8.3

8 TYPE OF CONTRACT

8.1 Regular Contracts

- 8.1.1 Regular contracts are contracts worked over 52.14 weeks (full year) and can be full or part time.

8.2 Annualised Hours

- 8.2.1 If an annualised hours contract applies, this will be indicated in Section A of the Statement of Particulars. An employee on an annualised hours contract is contracted to work a total number of hours over a whole year in accordance with arrangements to be locally agreed with the line manager.
- 8.2.2 The hours shown in Section A of the Statement of Particulars, as Contractual Working Week, are the average number of hours per week.
- 8.2.3 Salary is paid in twelve equal monthly instalments based on the calculated average and a notional working pattern (see 8.2.2).
- 8.2.4 Actual days and hours of work will be scheduled with reasonable notice and employees will be expected to make themselves available, within reason, to meet operational needs.
- 8.2.5 Overtime and payments for additional hours will not be payable where working hours exceed 37 per week as part of an annualised hours arrangement. If, however, the employee reaches the total annual hours entitlement before the end of the year, the School may agree to pay additional hours or overtime in accordance with paragraph 6.1.5 for additional hours worked.
- 8.2.6 Employees on annualised hours contracts are entitled to annual leave and bank holiday entitlements calculated on a pro rata basis taking account of average weekly hours and the notional working pattern.
- 8.2.7 For employees on an annualised hours contract sickness and maternity pay will be calculated on a pro-rata basis, based on the average hours set out in Section A of the Statement of Particulars and the notional working pattern,

8.2.8 On leaving employment, it may be necessary to make an adjustment to the final salary if actual hours worked at end date have differed from hours paid up until end date. This is achieved by comparing the paid hours against the actual hours and paying or reclaiming any difference.

8.2.9 Where weekend working or public holiday working is required and payment of enhancements is authorised, payments will be made in accordance with section 6.

8.3 Job Share

8.3.1 Where a formal job share arrangement applies this is indicated in Section A of the Statement of Particulars.

8.3.2 If one of the job sharers resigns the following options will be considered:-

- (a) to recruit an applicant for the remaining part of the post or;
- (b) to arrange, if the employee agrees (subject to the Head teacher being satisfied that the employee is able and competent to do so), that the post reverts to full-time and he/she carries out the duties on a full time basis.

8.3.3 If these arrangements prove unsuccessful, the job share arrangements will be terminated, however every effort will be made to identify suitable alternative employment subject to the needs of the school.

8.4 Term Time Only

8.4.1 If a term time only contract applies this will be indicated in Section A of the Statement of Particulars.

8.4.2 For term time only employees, the paid weeks shown in Section A will include an addition for pro rata annual leave and bank holiday entitlement. The salary quoted in Section A therefore includes a payment in respect of annual leave and bank holiday entitlement. Leave will be deemed to be taken during weeks not worked and there is no entitlement to take separate leave. Information on how leave and bank holiday entitlements for term time employees are calculated is available on request from the school office.

8.4.3 For term time only employees the salary stated in Section A has been calculated as follows:

$$\begin{array}{rcccl} \text{Contracted Hours} & & \text{Paid Weeks*} & & \\ \text{-----} & \times & \text{-----} & \times & \text{The full time} \\ 37 \text{ hours (Full time)} & & 52.14 \text{ (Full time)} & & \text{Salary Rate} \\ & & & & = \text{Actual Salary} \end{array}$$

* Paid weeks includes pro rata entitlement for annual leave and public holidays

8.4.4 Your salary is paid in equal monthly instalments and will be adjusted at the start of your employment and again if you leave part way through the school year to ensure you have received the correct salary for the work completed in an academic year.

8.5 Part Year Weeks (i.e. less than 52.14 weeks per year)

- 8.5.1 If a part year weeks contract applies this will be indicated in Section A of the Statement of Particulars.
- 8.5.2 For part year weeks employees, the paid weeks shown in Section A of the Statement of Particulars are the weeks per year which the employee is contracted to work and the contracted hours per week shows the number of hours required to be worked on each of these weeks.
- 8.5.3 Employees on a part year weeks contract are entitled to annual leave and public holiday entitlements which will be calculated on a pro rata basis.
- 8.5.4 For employees on a part year weeks contract sickness and maternity pay will be calculated on a pro-rata basis, based on the average hours set out in Section A of the Statement of Particulars.
- 8.5.5 For employees on a part year weeks contract the salary stated in Section A has been calculated as follows:

Contracted Hours		X	Paid Weeks*		X	The full time	=	Actual
-----			-----			Salary Rate		Salary
37 hours (Full time)			52.14 (Full time)					

* Paid weeks includes pro rata entitlement for annual leave and public holidays

8.6 Zero Hours

- 8.6.1 If a zero hours contract applies this will be indicated in Section A of the Statement of Particulars.
- 8.6.2 Zero hours employees have no fixed weekly working hours. The Head teacher or line manager will determine the hours to be worked on a week by week basis, giving as much notice as practicable.
- 8.6.3 It is expected, if this contract is to continue that in recognition of specific service continuity and contractual sick pay postholders will not unreasonably refuse work offered.
- 8.6.4 The pattern of weekly working will be reviewed at six monthly intervals. If it is clear from the evidence that usage, for whatever reason, is so infrequent as to demonstrate an effective break in the contract, the employment may be terminated with notice.
- 8.6.5 Otherwise breaks between weeks of work will be regarded as a temporary cessation without affecting the conditions of the contract in particular.
- 8.6.6 Employees on zero hours contracts are entitled to annual leave, which will be calculated and paid each month based upon the actual hours worked during that month.
- 8.6.7 Sick pay will be based upon continuous service (see paragraph 3.1) and average hours calculated on the basis of attendances and absences occurring in the full quarterly calculation period prior to the sickness absence. Sick pay may therefore fluctuate between quarters based upon the work pattern and variable average.

8.6.8 Where weekend working or public holiday working is required and payment of enhancements is authorised, payments will be made in accordance with section 6.

9 LEAVE

9.1 The leave year for all employees in schools runs from 1 September to 31 August each year.

9.2 For those not on a term-time only contract the timing of all annual leave is subject to prior agreement by the Head teacher or line Manager, and is subject to the operational requirements of the school.

9.3 For those employees on a term time only contract, salary will include payment for annual leave which will be taken during school closure periods. Paid annual leave cannot be taken during term time.

9.4 Annual leave entitlement is based on length of continuous local government service:

Substantive Dorset Grade	Basic Entitlement	Increased entitlement after 5 years local government continuous service
Grade 1 – 18	27 (5.4 weeks)	32 (6.4 weeks)

9.5 Employees on part time hours receive a pro rata annual leave entitlement based on contracted hours.

9.6 Employees on a Zero Hours contract should refer to paragraph 8.6.

9.7 Upon leaving the employment of the employer, any outstanding pay including leave will be adjusted in the final salary.

9.8 Upon termination of employment where pay or leave in excess of entitlement has been taken, this will be recovered from the final salary.

10 PUBLIC HOLIDAYS

10.1 There is entitlement to 8 public holidays with pay as they occur through the year.

10.2 Part time employees are entitled to a pro rata allocation in accordance with their contracted hours.

10.3 For details of payment for work on public holidays refer to paragraph 6.

10.4 Employees on term time only contracts should refer to paragraph 8.4.

11 ROLE SPECIFIC REQUIREMENTS

11.1 **Disclosure and Barring Service (DBS) Checks**

- 11.1.1 This post requires a DBS check for work in regulated activity and you may be subject to re-checking at the discretion of the Head teacher.
- 11.1.2 The post is exempt from the Rehabilitation of Offenders Act 1974. Your employment is subject to satisfactory enhanced Disclosure and Barring Service check with barred list check and is subject to the requirements set out in the Education (Prohibition from Teaching or Working with Children) Regulations 2003 (as amended). You are required to inform us immediately if you are the subject of a police investigation or receive any conviction or caution which is not protected under the amendments to the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (2013 and 2020) or any occurrence that may disqualify you from providing childcare under the Childcare (Disqualification) Regulations 2009. Failure to immediately report such information will result in disciplinary action, up to and including dismissal. Please see paragraph 11.1.3 on which convictions to declare.
- 11.1.3 Arrangements were introduced on 29 May 2013 to filter out certain old and minor convictions and cautions for criminal records certificates and enhanced criminal record certificates issued by the DBS. These arrangements are set out in The Police Act 1997 (Criminal Record Certificates: Relevant Matters) (Amendment) (England and Wales) Order 2013 (“the Order”). Employees should refer to this document if they are in any doubt on what convictions to disclose.
- 11.1.4 You are required to declare in writing any of the above to the Head teacher should they occur during employment with the school. Any such information will be considered in relation as to how it will affect the employment position. Failure to declare any relevant change to your criminal record status will be subject to disciplinary action, which may include dismissal in serious cases.
- 11.1.5 You are required to undertake regulated activity as defined by the Safeguarding Vulnerable Groups Act 2006 and Protection of Freedoms Act 2012 and if you become barred from regulated activity by the DBS (formerly Independent Safeguarding Authority), you can no longer work in regulated activity and your employment will be terminated.

11.2 **Statutory Registration Requirements**

- 11.2.1 Where posts have a statutory registration requirement, employees will be expected to maintain their registration. In cases where registration is withdrawn or not maintained by the individual, the Council may terminate the employment.
- 11.2.2 The Council does not reimburse any costs associated with professional and/or statutory registration fees.

11.3 **Driving a vehicle or operating machinery**

- 11.3.1 If you are required to drive a vehicle or operate machinery as part of your duties and you develop a medical condition during the course of your employment that could affect your ability to safely undertake your duties, you are required to disclose this to your manager immediately. In order that risk can be assessed, and reasonable adjustments can be considered. Failure to declare such a change in circumstances may be considered a disciplinary matter.

11.4 Residential Caretaker

- 11.4.1 If indicated in the covering letter, you are required to occupy the accommodation in accordance with the tenancy agreement provided for the better performance of your duties, your right to occupy the accommodation will cease upon termination of employment in this post.

12 SICKNESS ALLOWANCE

- 12.1 The maximum occupational pay entitlement during absence through sickness is set out below and is subject to reduction in respect of the aggregate of sickness absences during the 12 months immediately preceding the first day of sickness:

During the 1st Year of Service	1 month's full pay and (after completing four months' service) 2 months' half pay.
During the 2nd Year of Service	2 months' full pay and 2 months' half pay.
During the 3rd Year of Service	4 months' full pay and 4 months' half pay.
During the 4th and 5th Year of Service	5 months' full pay and 5 months' half pay.
After 5 years service	6 months' full pay and 6 months' half pay.

- 12.2 During periods of full pay, sick pay will be an amount which, when added to statutory sick pay or any employment and support allowance received will be the equivalent of normal pay. Normal pay includes all regular earnings paid during a period of normal working and excludes any payments not made on a regular basis.
- 12.3 During periods of half pay, an amount equal to half normal earnings plus statutory sick pay or any employment and support allowance received will be paid providing the total sum received does not exceed full pay.
- 12.4 Employees are required to comply with sickness reporting and notification requirements as specified in the Management of Attendance Policy. An employee prevented by illness from reporting for duty must notify the School immediately giving the nature of the illness and the likely duration if known. Failure to comply with the policy may affect salary payment.
- 12.5 Employees whose earnings are below the National Insurance lower earnings limit and therefore do not qualify for SSP will receive payment due based on occupational sick pay entitlement only.
- 12.6 Employees on Annualised hours contracts are entitled to the above based upon an average of hours calculated over a twelve month period refer to paragraph 8.2.
- 12.7 Employees on Zero Hours contracts are entitled to the above, based upon a calculated average of hours worked in the period prior to absence. (Refer to paragraph 8.6.7)

13 **FIXED TERM CONTRACTS**

- 13.1 If a fixed term contract applies this will be indicated in Section A of the Statement of Particulars.
- 13.2 Section A of the Statement of Particulars will also indicate a fixed term reason number e.g. 2. Refer to the table below for further details of that reason:-

Fixed Term Number	Reason
2	<p>To cover sickness absence.</p> <p>This is a temporary contract to cover the absence of a permanent member of staff who is absent due to sickness and will end on the date given in Section A. The contract may be terminated at an earlier date, with due notice, should the permanent postholder return to work.</p>
8	<p>To cover a permanent vacancy.</p> <p>This is a fixed term contract to provide short term cover for a permanent vacancy pending permanent recruitment and will end on the date given in Section A or earlier, with due notice, upon the appointment of a permanent postholder.</p>
9	<p>To cover a temporary reduction in hours of substantive postholder.</p> <p>This is a fixed term contract to cover a temporary reduction in hours of the permanent postholder and will end on the date given in Section A. The contract may be terminated at an earlier date, with due notice, if the reduction in hours of the permanent postholder ceases.</p>
10	<p>To cover the special needs of an identified pupil.</p> <p>This is a fixed term contract to cover the special needs of an identified pupil. The contract will end on the date given in Section A. The contract may be terminated at an earlier date, with due notice, should the needs of the pupil change or the attendance of the pupil cease.</p>
11	<p>To undertake a project.</p> <p>This is a fixed term contract to undertake a project and will end on the date given in Section A. The contract may be terminated at an earlier date, with due notice, should the project cease.</p>
12	<p>Schools Direct Programme.</p> <p>This is a fixed term contract under the Schools Direct Programme and will end on the date given in Section A.</p>

13	<p>Linked to specific work which is funded for a fixed term only.</p> <p>This is a fixed term contract to undertake specific work only funded for a defined period including where there is an anticipated reduction in funding. The contract will end on the date given in Section A. The contract may be terminated at an earlier date, with due notice, should the funding cease prior to the date anticipated.</p>
16	<p>Linked to a period of service restructuring.</p> <p>This is a fixed term contract to undertake work pending a planned restructuring of the service. You will not be included in ring fencing or prior consideration for vacancies as part of the restructuring process. If the reason for this fixed term arrangement ceases to exist, the arrangement may be terminated with due notice prior to the date anticipated.</p>
17	<p>To cover family leave.</p> <p>This is a temporary contract to cover the absence of a permanent member of staff by reason of maternity or paternity or adoption or parental or shared parental leave and will end on the date given in Section A. The contract may be terminated at an earlier date, with due notice, should the permanent postholder return to work.</p>
18	<p>To cover the absence of a member of staff.</p> <p>This is a fixed term contract to cover the absence of a member of staff (including absences due to paid or unpaid leave or secondment) and will end on the date given in Section A. The contract may be terminated at an earlier date, with due notice, should the permanent postholder return to work.</p>
20	<p>Linked to an apprenticeship scheme.</p> <p>This is a fixed term contract linked to participation in an apprenticeship team and will end on the date given in Section A. The contract may be terminated at an earlier date, with due notice, should the apprenticeship and training be completed before the planned date.</p>
22	<p>Linked to right to work in the United Kingdom.</p> <p>This is a fixed term appointment linked to right to work in the United Kingdom and will end on the date specified, unless you receive permanent right to remain working in the United Kingdom before this date at which your appointment will be made permanent.</p>

13.3 If the reason for this fixed term arrangement ceases to exist, the arrangement may be terminated with due notice before the end date shown.

14 TERMINATION OF CONTRACT

14.1 Where the appointment is subject to a probationary period or is for a fixed term period of 6 months or less, (except where the fixed term contract expires on the date intended) it may be terminated by 1 week's notice on either side.

14.2 Thereafter, employees are required to give notice as follows:

Dorset Grade	Contractual Notice Requirement
Grades 1 - 9	Four weeks
Grades 10 and above	Thirteen weeks

14.3 In respect of the minimum notice period that the Council is required to give to employees, the contractual notice periods of four weeks is extended as appropriate by the Employment Rights Act 1996 to provide for one week's notice for each year of continuous employment up to a maximum of twelve weeks. The notice period that the Council is required to give to employees who are graded 10 and above is thirteen weeks.

14.4 Notice from Dorset Council is deemed to be issued and received when the employee is either;

- Informed verbally during any formal proceedings resulting in a dismissal
- Informed in writing at which point notice will take effect from the date of the termination letter

14.5 The School may terminate an employee's employment without notice if a disciplinary hearing determines that gross misconduct has occurred. (See the disciplinary procedure for further details).

14.6 There is no compulsory retirement age.

15 PENSION

15.1 You are entitled to membership of the Local Government Pension Scheme (LGPS).

15.2 If you are aged under 75 and on a contract of employment of three months or more, you will be entered into the LGPS from the start of your employment. Membership is irrespective of whether employment is permanent or temporary, whole time or part time.

15.3 You will be entered into the main section of the LGPS. You can elect in writing to change to membership of the 50/50 section of the scheme at any time whilst you are a member of the LGPS, however you will only build up half the normal pension whilst in the 50/50 section of the scheme. You may not elect to join the 50/50 section until the first day of your membership in the main section. If you are in the 50/50 section and begin a period of unpaid sick leave or unpaid ordinary maternity/ordinary adoption or paternity leave, you will automatically be moved to the main section of the scheme from the start

of the next pay period if you are still on no pay at that time, but you will not be required to pay pension contributions.

- 15.4 You are required to elect to opt out of the scheme if you do not wish to be a member of the LGPS. However, you may not opt out of the scheme until you have started your employment. Contributions are payable from the first day of employment.
- 15.5 You will pay contributions to the LGPS via a percentage deduction from your salary. The deduction will be shown on your payslip. The rate you pay depends on which pay band you fall into. (Pay bands are determined in the LGPS Regulations). You will be notified whenever there is a change to the pay band(s) to which you have been allocated. The Council also contributes, ensuring benefits under the scheme are properly funded.
- 15.6 If you have pensionable rights either from previous LGPS membership or from another pension scheme you had in a previous employment, you may be able to transfer your previous pension into your new LGPS membership if you wish to do so. You will need to contact the Dorset County Pension Fund on 01305 224845 or at pensionshelpline@dorsetcc.gov.uk to request a transfer and must do so within 12 months of joining the scheme.
- 15.7 Any application to pay optional Additional Pension Contributions (APCs) to purchase the amount of lost pension for a period of eligible authorised unpaid leave, (during which you would not otherwise build up pension benefits), must be made within 30 days of returning to work or within 30 days of leaving in order for the Council to contribute under a Shared Cost APC arrangement. You will receive further information following any period of eligible authorised unpaid leave that you take.
- 15.8 If you leave voluntarily with less than two years LGPS membership, you will receive a refund of your pension contributions unless you choose to transfer your pension out to another scheme.
- 15.9 Further information about the scheme, including a full scheme guide for employees and relevant forms, are available on the Dorset County Pension Fund website: www.dorsetpensionfund.org and on the national LGPS website: www.lgps2014.org.
- 15.10 If you are not satisfied with any decision affecting you made in relation to the LGPS, you should contact the pensions helpline in the first instance. If you wish to make a formal complaint, you can use the internal dispute resolution procedure, details of which are available from the school office

16 POLICIES AND PROCEDURES

- 16.1 Copies of all policies and procedures and further guidance and information relating to your employment at the school are available for inspection on request at the school office.
- 16.2 **Attendance Management Policy and Procedure**
 - 16.2.1 The Attendance Management Policy provide a framework for support and guidance for effective management of employee attendance. A copy is available for inspection on request at the school office.

16.3 Capability Procedure and Guidance

16.3.1 The capability policy should be applied in situations where there are concerns about an employee's ability to satisfactorily carry out their job. It is not intended to replace or restrict the normal supervisory process.

16.3.2 The capability procedure is available on request at the school office.

16.4 Code of Conduct

16.4.1 The code of conduct for employees sets out the standards expected of all employees including details in respect of disclosure of information, private work, political restriction, gifts/hospitality and relationships.

16.4.2 A copy of the Code of conduct for schools based staff will be issued to you by the Head teacher

16.5 Confidential Information

16.5.1 In the course of employment it is acknowledged that some employees will have access to Confidential Information.

16.5.2 Confidential Information means: information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to the Schools business, affairs and finances for the time being confidential to the Schools or its service users, service providers, clients or associates including, without limitation, personal data, technical know-how and know-how relating to the Schools business or any of our contacts, including but not limited to service users, service providers, clients and associates.

16.5.3 The employee shall not (except in the proper course of his duties), either during employment or at any time after its termination (however arising), use or disclose to any person, company or other organisation whatsoever (and shall use his best endeavours to prevent the publication or disclosure of) any Confidential Information. This shall not apply to:

- a) any use or disclosure authorised by the Headteacher or required by law;
- b) any information which is already in, or comes into, the public domain other than through the Employee's unauthorised disclosure; or
- c) any protected disclosure within the meaning of section 43A of the Employment Rights Act 1996.

16.6 Data Protection and Information Governance

16.6.1 General Data Protection Regulations 2018 apply to all forms of recorded personal information held about living individuals (data subjects).

16.6.2 The personal and job details shown in this Statement of Particulars are necessarily recorded by the council for inclusion in its computerised payroll, pension and personnel records systems. Any query or concern regarding the recording and use of this information should be raised with the Service Director – Organisational Development. Please refer to the employment privacy notice which can be found on dorsetforyou.com for more information.

16.6.3 In the course of your work, you may use or have access to sensitive, confidential or restricted information about members of staff, service users, the public or the council's business. Failure to properly protect such data will be subject to disciplinary action, which may include dismissal in serious cases. You should be aware of your obligations under the GDPR 2018. Further information about Data Protection and security of information is available on the staff intranet or from the council's Data Protection Officer.

16.7 Disciplinary Procedure

16.7.1 The disciplinary policy and procedure are designed to ensure that all employees maintain the required standard of conduct.

16.7.2 A copy of the Disciplinary Procedure for schools based staff will be issued to you by the Head teacher

16.8 Dorset Council Travel Scheme

16.8.1 Reimbursement for travel expenses incurred during the course of duties will be made in accordance with the Dorset Council Travel Scheme. Further details are available on request at the school office.

16.9 Grievance Resolution Policy and Procedure

16.9.1 A copy of the Grievance Procedure for schools based staff will be issued to you by the Head teacher.

16.10 Health and Safety at Work

16.10.1 The School and its employees have a responsibility to promote a safe and healthy workplace. Attention is drawn to the School's statements of safety policy.

16.11 Family Leave (including Maternity/Adoption/Paternity and Shared Parental Leave Provisions)

16.11.1 Details of any entitlement to leave and pay are set out in the School's maternity, adoption and paternity provisions. Information is available on request at the school office. Information is also available in respect of entitlement to unpaid parental and dependents leave.

16.12 Membership of a Trade Union

16.12.1 The council and the School support the system of collective bargaining and believe in the principle of solving industrial relations problems by discussion and agreement.

16.12.2 All employees have the right to join a trades union and to take part in its activities. Details of the trade unions with whom the council consults along with contact details are available on request.

16.13 Monitoring and Surveillance of employees

16.13.1 All emails and activities on the School's IT systems and telephone conversations may be subject to monitoring.

16.13.2 All emails used to carry out the School or council's business is subject to potential disclosure under Data Protection and Freedom of Information legislation.

16.13.3 CCTV is used in some buildings and vehicles for the purposes of health and safety, protecting lone working, for the prevention and detection of crime and for contract compliance. The school/council will provide appropriate signs where CCTV is in operation and will inform you if your vehicle employs CCTV for these purposes.

16.13.4 Entry to some offices/premises are controlled by key fob entry systems. The information that is gathered by these systems may be subject to monitoring for attendance and health and safety purposes.

16.14 **Social Networking Policy**

16.14.1 The School's social networking policy sets out guidelines about the use of social networking sites, for both business and personal use.

A handwritten signature in black ink, appearing to read 'Matt Prosser', with a horizontal line underneath.

Matt Prosser
Chief Executive
Dorset Council