

Head of Service – People and ICT: Fiona Walker
Cunninghame House
Irvine
KA12 8EE
Tel: 01294 324650
ResourcingHR@north-ayrshire.gov.uk



[Today's Date] [Initials] [Ref: Post Number]

[First Name] [Last Name]
[Address 1]
[Address 2]
[Address 3]
[Post Code]

Dear [First Name]

CONDITIONAL OFFER OF APPOINTMENT

On behalf of North Ayrshire Council, I am delighted to offer you an appointment on the terms and conditions as detailed below:

This offer is subject to you satisfying the applicable Disclosure Scotland check and Roman Catholic approval (if applicable).

Failure to satisfy the above condition could result in your conditional offer of employment being withdrawn.

Your written particulars of employment are as detailed below and in the further information provided in the appendix.

WRITTEN STATEMENT OF PARTICULARS OF EMPLOYMENT

1. **Your Employer:** North Ayrshire Council
2. **Your Name:** [NAME in Full]
3. **Job Title:** [DESIGNATION]
4. **Directorate:** Communities
5. **Service:** Education
6. **Date of Appointment to this post:** [Advised start date]
7. **Date of Commencement of Continuous Service:**
 - a) Your period of continuous employment for statutory employment rights, such as SSP, SMP, unfair dismissal and written reasons for dismissal dates from [date commenced employment with NAC].
 - b) Your period of continuous employment for the purposes of calculating entitlement to annual leave, sick pay, family leave/pay, periods of notice and redundancy, counts from your start date with North Ayrshire Council or earlier if you provide evidence of any prior "Continuous Service" with a Public Authority which is listed in the Redundancy Payments (Local Government) (Modification) Order 1999 as amended. Your continuous

service date for these purposes is [Date of evidenced continuous service verified from previous employment – this date will be earlier if continuing contracts but later if previously on supply for NAC where continuity was broken – if unsure please check with an HR Adviser].

- c) Where the SNCT Handbook or any relevant statute provides a more favourable method for calculating a period of continuous employment then that more favourable method of calculation shall apply.

8. Employment Status: [Permanent/Fixed Term] [If fixed term choose appropriate clause]

[FIXED TERM FOR A SPECIFIC EVENT]

This contract will be for a fixed term commencing on your date of appointment to this post. This is to cover for [name of employee] and it will automatically expire on their return to this post. It is anticipated that your fixed term employment will last until [date]. The Council reserves the right at its entire discretion to terminate your employment at an earlier date by giving you the appropriate contractual notice in writing.

FIXED TERM FOR AGREED DURATION

This contract will be for a fixed term commencing on your date of appointment to this post. This appointment is to undertake a specific task agreed with your line manager and will automatically expire on completion. It is anticipated that your fixed term employment will last until [date]. The Council reserves the right at its entire discretion to terminate your employment at an earlier date by giving you the appropriate contractual notice in writing.

FIXED TERM FOR FUNDING REQUIREMENT

This contract will be for a fixed term commencing on your date of appointment. This is to meet a funding requirement and will automatically expire when the funding is no longer available. It is anticipated that your fixed term employment will last until [date]. The Council reserves the right at its entire discretion to terminate your employment at an earlier date by giving you the appropriate contractual notice in writing.

9. Work Location: [location address]

10. Hours of Work: [hours] per week. The working year consists of 195 working days, 5 of which are in-service days. Class contact time will be in accordance with the Scottish Negotiating Committee of Teachers (SNCT) Handbook.

11. Pay and Grade: Your salary will be based on Spinal Column Point [XX] within the main grade scale (point 1 to 5). The full time equivalent salary based on 35 hours per week will be [£Annual Salary] per annum (pro-rated for part-time employees). Salary will accrue at a basic daily rate of 1/235ths of annual salary.

12. Method of Payment: Payment is made monthly by direct bank transfer on the Thursday before the last Friday of the month.

13. GTC (Scotland) Registration: This appointment is subject to you holding current registration with the General Teaching Council for Scotland. If you are not already in the Council's employment as a Teacher you will be required to submit evidence of registration. You are required to be familiar with and

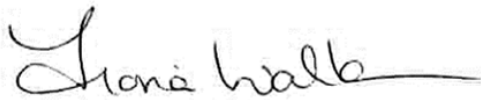
adhere to the GTCS Code of Professionalism and Conduct and the Standards for Registration applicable to your teaching post.

14. Annual Leave: The details of how to calculate your annual leave entitlement are found in the appendix.

Please advise the Resourcing Team (ResourcingHR@north-ayrshire.gov.uk) by email whether you wish to accept this offer on the terms and conditions stated within 10 days of the date of this letter.

In anticipation of receiving your acceptance, may I take this opportunity to welcome you to North Ayrshire Council and wish you every success in your new role.

Yours sincerely,



Fiona Walker
Head of Service – People and ICT

North Ayrshire Council

Appendix to Written Statement of Particulars of Employment FOR TEACHERS AND ASSOCIATED PROFESSIONALS

1. Terms and Conditions of Employment

Terms and conditions of employment will be in accordance with the collective agreements as negotiated and amended from time to time by the SNCT which are set out in the SNCT Handbook of Conditions of Service as adopted by North Ayrshire Council and amended by local agreement between the Council and its recognised Trade Unions.

If you require further information on any of the SNCT Terms and Conditions and local conditions of employment, these are available from your employing Service, Human Resources or www.snct.org.uk.

Notification of changes to the terms and conditions of your employment or Human Resources Policies and Procedures will be made either in writing directly to you, through your payslip, in communications issued by Human Resources, on the Council's intranet or by such other methods as deemed appropriate. Notification will be undertaken in accordance with the Employment Rights Act, 1996.

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

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

2. Employee Privacy Notice

The Council has an [Employee Privacy Notice](#) which provides information about the types of data held about employees, the nature of the processing activities and employee rights under Data Protection legislation.

3. Data Protection

The Council is required to comply with data protection legislation to ensure the fair and lawful processing of all personal data and is committed to protecting the rights and privacy of individuals. Employees are therefore required to process personal data in accordance with the [Data Protection Policy](#).

4. Personal Email

As advised on the recruitment portal, personal email addresses will be used to communicate with you in respect of your employment such as electronic access to payslips and any contract changes. Third party access to your personal email address and the security of your personal email address is your responsibility.

5. Change of Personal Circumstances

During the course of your employment you should advise your line manager of any changes to your personal circumstances, which could have a bearing on your employment. For example, change of address, telephone number or email, next of kin, bank or building society details, or loss of driving or other relevant licences and loss of work permit if applicable.

6. Pre-employment checks

NAC will normally complete checks prior to commencement of work; such as immigration and asylum checks, references and qualifications, however, in exceptional circumstances a start date may be agreed prior to certain checks being completed. If any of the outstanding checks result in an unsatisfactory outcome or any discovery of falsification and or misrepresentation, this may result in your offer being withdrawn or employment being terminated.

Please also ensure that you have completed the supplied health questionnaire (if appropriate) to enable the Council to consider any reasonable adjustments relevant to the work and duties you would be required to carry out.

7. Place of Work

The Council may require you to transfer to an alternative place of work whether temporary or permanently within North Ayrshire, in accordance with the LNCT procedures for the compulsory transfer of surplus staff.

8. Annual Leave and Public Holidays

a) Teaching Staff and Music Instructors

The annual leave entitlement for Teaching Staff and Music Instructors is **40 days** (inclusive of statutory leave entitlement and public holidays). Pro-rata arrangements apply to part time employees and those employed for any part of the leave year.

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

The leave year runs in conjunction with the academic session of the Council and leave shall not normally be carried over into the next leave year. Annual leave has to be taken at times determined by the Council following consultation with the Local Negotiating Committee for Teachers (LNCT).

On termination of employment, you must give the appropriate notice of your intention to take any outstanding leave.

If, however, you leave the employment of the Council exceptionally with annual leave outstanding, you will receive your annual leave entitlement proportionate to your period of employment in that holiday year. You will be paid for those days earned but not taken at your normal rate of pay at time of leaving.

b) Educational Psychologists and Senior Managers

You will be entitled to annual leave (including public holidays) in accordance with the table below:

Service	Annual Leave
Less than five years at 1 January *	35 days
Five years or more at 1 January *	40 days

* This applies to all those who commence employment between 1 and 9 January.

Your leave entitlement will be taken by mutual agreement with your line manager within the holiday year period 1 January and 31 December in any year.

From the commencement of your employment you will accrue your annual leave entitlement as noted above on the basis of one twelfth of this entitlement for each complete month of employment for that year. When you commence employment during a holiday year, a proportion of annual leave and public holidays shall be granted based on the complete months of the holiday year remaining.

On termination of employment, it is Council policy that, wherever possible, any annual leave earned for the leave year must be taken prior to your termination date. You must give the appropriate notice of your intention to take any outstanding leave. If, however, you leave the employment of the Council exceptionally with annual leave outstanding, you will receive your annual leave entitlement (based on completed months of employment) proportionate to your period of employment in that holiday year. You will be paid for those days earned but not taken at your normal rate of pay at time of leaving.

If on termination, 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.

9. Sickness Absence, Pay and Reporting Procedures

The Council provides for payment of salary at full and half pay, depending on service, during sickness or injury. This is subject to you completing 18 weeks' continuous service with the Council or any public authority to which the Redundancy Payments Modification Order (Local Government) 1999 (as amended) applies. Sick leave and payment of allowances will be in accordance with the National Scheme of Salaries and Conditions of Service for Teachers and Associated Professionals which are contained within the SNCT Handbook which is available at www.snct.org.uk.

For the first 18 weeks of your employment you may be eligible to receive Statutory Sick Pay (SSP), subject to satisfying the qualifying conditions. Details of the SSP rules can be found at <https://www.gov.uk/statutory-sick-pay/overview>.

Sick pay will only be paid when you provide the required medical certification (including self-certification) and adhere to the reporting procedure as noted below:

The Council's reporting procedure is that when absent from work due to sickness or injury, you, or in exceptional circumstances someone acting on your behalf, must notify your line manager or nominated officer of any absence as soon as possible and not later than 1 hour after the normal commencement of work. Notification must include the reason 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 line manager or 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 to and including 7 days (including weekends) you are required to submit a North Ayrshire Council self-certificate. Where the absence extends to the 8th day or beyond, you are required to submit to your line manager or nominated officer, a doctor's Statement of Fitness for Work and a self-certificate to cover the first 7 days of your absence.

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 the Maximising Attendance Policy and Procedure (Teachers). The performance and attendance of all employees will be monitored and records will be kept for each individual employee including reasons for absence.

10. Pension Scheme

- a) TEACHER, EDUCATIONAL PSYCHOLOGIST, A GTC(SCOTLAND)
REGISTERED SENIOR MANAGER OR MUSIC INSTRUCTOR

You will automatically become a member of the Teachers' Pension Scheme (Scotland). On commencement of employment you will receive further details about automatic enrolment into the Teachers' Pension Scheme.

If you are currently employed by North Ayrshire Council and are not currently in the Pension Scheme and would like to join or re-join, please contact Payroll via email: payroll@north-ayrshire.gov.uk stating "I confirm I personally submitted this notice to join a workplace pension scheme."

Further details about the Scottish Teachers Pension Scheme can be found at the following link: <http://2015.sppa.gov.uk/scheme/teachers>

- b) MUSIC INSTRUCTOR NOT GTC(SCOTLAND) REGISTERED

You will automatically become a member of the Local Government Pension Scheme (LGPS). On commencement of employment you will receive further details about automatic enrolment into the LGPS.

If you are currently employed by North Ayrshire Council and are not currently in the Pension Scheme and would like to join or re-join, please contact Payroll via email: payroll@north-ayrshire.gov.uk stating "I confirm I personally submitted this notice to join a workplace pension scheme."

Further details about the LGPS can be found at the following link:
<https://www.spfo.org.uk/index.aspx?articleid=14445>

11. Disclosure Scotland/Protecting Vulnerable Groups (PVG) Scheme

The Council uses Disclosure Scotland/Protecting Vulnerable Groups (PVG) Membership Scheme service to assess applicants' suitability for Regulated Work and positions of trust and in doing so the Council complies fully with the Disclosure Scotland/PVG Code of Practice. Your role is categorised as 'regulated work' with children and therefore a PVG check is required. For more information please go to <https://www.mygov.scot/pvg-scheme/types-of-work-covered-by-pvg/>

Should you become listed as unsuitable for Regulated Work then you will be removed from that type of work, and subject to the Council's Disciplinary Procedure for Teaching Staff. If you are considered for listing, then you will be subject to investigation and may be removed from that type of work until confirmation of your status is received by the Council from Disclosure Scotland.

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. You should also inform Disclosure Scotland when you stop doing regulated work for North Ayrshire Council.

12. Code of Discipline (Teachers) and Code of Conduct

The Council has established standards of discipline. The Code of Discipline (Teachers) and Code of Conduct provide guidance and direction to employees in relation to their employment with the Council. Employees must adhere to these at all times and should be aware that breaches of the codes will be dealt with under the Council's Disciplinary Procedures for Teaching Staff. The Disciplinary Policy and Procedures are collectively agreed.

The [Code of Discipline \(Teachers\)](#) and [Code of Conduct](#) are available on the North Ayrshire Council Website. Depending on the circumstances of the misconduct, the Council may be required to report this to the GTC (Scotland) who may then carry out their own investigation.

13. Dismissal Procedures

The Council has a Disciplinary Procedure for Teaching Staff and a Maximising Attendance Policy and Procedure (Teachers). These procedures seek to address performance, conduct and capability issues and they can result in dismissal from the Council.

14. Grievance Procedure

The Council has a Grievance Procedure (Teaching Staff) which 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. Complaints can also be raised under the Dignity and Respect Policy and Procedure. These documents are available on the Council's intranet.

15. Policies and Procedures

All employees, at all times are subject to the policies and procedures of the Council. Council policies and procedures are available on the Council's intranet and some on the external website. You are expected to familiarise yourself with them and if you do not have access to the intranet, you can request copies from your line manager.

16. Duties

The duties of Teacher and Associated Professionals are set out in the SNCT Handbook available at www.snct.org.uk. The duties listed in the Handbook are not intended to be prescriptive but act as guidance for the development of specific duties and job remits. LNCT's are required to reach agreement on Role Profiles for Teachers and Associated Professionals.

17. Method of Payment

Depending on your start date, the first payment may be paid in either the first or second month of your employment.

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.

18. Salary Adjustments/Overpayments of Salary/Deductions

Information regarding salary changes will be contained in your pay slip. It is your responsibility to check your pay and notify payroll if there are any anomalies.

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. On termination of employment any balance outstanding will be deducted in full from your final pay; where full recovery is not possible, a debtor's account will be issued to you to enable settlement of the outstanding balance.

Further 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
- Any PVG/Disclosure Scotland costs in respect of the Council, with the initial cost advised in the recruitment process deducted in three instalments from your salary on commencement of your employment.
- Any GTCS membership fee where required to remain on the register and be eligible to teach in a Scottish state school.

19. Prevention and Detection of Fraud and Bribery

North Ayrshire Council is committed to the prevention and detection of fraud and the protection of public funds. Checks will be carried out periodically using shared data to ensure that employees only receive the public services, benefits, reductions, discounts, reliefs or payments to which they are entitled. In addition, checks will be made to identify and enable the recovery of outstanding sums due to the Council by employees. Any checks will be done in accordance with the Data Protection legislation. Fraudulent claims may result in investigation by the Corporate Fraud Team and potential disciplinary action including dismissal and possible prosecution.

20. Health & Safety at Work

It is your duty to comply with the Corporate Health, Safety & Wellbeing Policy, to adopt safe working practices and to wear the appropriate personal protective clothing if and when appropriate. The policy is available at your workplace from the Council's intranet. A copy of a summary leaflet is available on the Council's website <https://www.north-ayrshire.gov.uk/Documents/CorporateServices/HR/hs.pdf>

21. Attending Medical Examinations

The Council will review statements of fitness to work and where further medical evidence is required, may refer the employee to the Council's medical examiner.

22. Equality

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

The policy places responsibilities on Council management, elected members and 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 may 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 available from Human Resources or the Council's intranet.

23. Criminal Convictions

Where an employee is charged by the police or is subject to a report to the Procurator Fiscal and/or a registered agency which is connected to their

employment, or is convicted in a Court of Law on any matter that occurs during or outside of their work and which has a bearing on his/her employment with the Council, then they must report this immediately to their line manager.

24. Confidentiality

You are required to maintain confidentiality with regard to the working affairs of the Council and its customers, except to the extent that you may be authorised to disclose them by a member of the Executive Leadership Team, a court of law, any authorised or enforcement agency (such as the police, a regulatory body given powers under the Financial Services Act or HM Revenue & Customs) or by public interest disclosure legislation.

You must refrain from revealing or using confidential information regarding systems and programme design, and data for personal gain;

You only use computer equipment and access the internet when authorised to do so and only for official Council business, as unauthorised usage could result in damage to the equipment and loss of stored data.

You undertake to familiarise yourself with the data protection procedures set down by the Council as a result of data protection legislation and understand that the Council is obliged as a consequence to view any breach of these procedures as a serious matter of discipline.

You understand that any breach of this clause in your contract could result in the Council's sensitive and confidential data being disclosed to the media or other interested parties and any such conduct on your part may render you liable to summary dismissal under the disciplinary procedure.

25. Notice Periods

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

- Four working weeks' notice if you are a Teacher on the main grade scale, a teacher on the Chartered Teacher spine, Music Instructor or Educational Psychologist
- Eight weeks' notice if you are in a promoted teaching post, principal or depute principal psychologist, senior manager which must include 4 working weeks.

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

Teacher on main grade, Chartered Teacher, Music Instructor, or Educational Psychologist

- Four weeks' notice where your service is less than four years
- One week for each complete year of continuous employment if you have four years but less than twelve years continuous employment
- Twelve weeks if you have twelve years or more continuous employment.

Teacher in a promoted teaching post, Principal or Depute Principal Psychologist, Senior Manager

- Eight weeks' notice where your service is less than eight years
- One week for each complete year of continuous employment if you have 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, notification will be deemed as received the day after the date of the notification. The Council may make you a payment in lieu of notice.

26. Retirement

The Council does not operate a normal retirement age. However, if you are a member of the Teachers' 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 from the Council and gain access to your accrued benefits, you are required to give a minimum period of four months' notice in writing. This is to allow the Scottish Public Pensions Agency (SPPA) enough time to process your retirement.

For those employees who are not members of the Teachers' Pension Scheme, you must give notice in line with the notice period given above.

27. Termination of Employment

On the termination of your employment, you will return to the Council promptly and without unreasonable delay all items of Council property of which you are in possession, including but not limited to any documents, books, hardware, office equipment, keys, security passes and any other property belonging to the Council. You also undertake to return to the Council any Council property that may come into your possession or control after the termination of your employment.