

**CCHS STATEMENT OF WRITTEN PARTICULARS**  
**Part A**  
**Local Government**

**1. Working Hours**

**1.1 Full-time working**

Full-time is defined as 37 hours per week over 52.14 weeks of the year, inclusive of annual leave and Public/Bank Holidays and exclusive of meal breaks.

**1.2 Part-time Working**

Part-time is defined as working less than 37 hours per week and/or less than 52.14 weeks per year.

**1.3 Term-time Only Employees**

Employees who normally work only during periods when schools are open and whose pay is calculated on an annual basis (including their entitlement to annual leave and Public/Bank Holidays) and paid over twelve equal monthly installments. Their employment continues during school closure periods regardless of whether any work is carried out by them during such periods.

The actual working days per year may vary according to the calendar of term dates in each year. In most years, the amount of working days are expected to average out, but there may be occasions where an adjustment to working arrangements will be necessary to ensure all contracted working hours are completed.

**1.4 Annualised Hours**

For staff working annualised hours, the total working year is 1929.18 hours (pro-rated for part-time staff) inclusive of annual leave and Bank Holidays and exclusive of meal breaks.

The covering letter to these further particulars, details the number of hours per week that you are required to work during term time and closure periods and any remaining hours that are to be allocated during the year according to the needs of the post. The working year will run from 1 September to 31 August.

**1.5 Variations**

Your normal working hours are as set out in the appointment letter, unless subsequently amended in writing in accordance with this clause.

The number of hours required by the school will fluctuate each year, depending on the number/specific needs of pupils, curriculum and operational needs and other factors such as budget. This may necessitate a variation to your working hours and/or your working pattern.

Any necessary variation will be discussed with you in advance, with a view to seeking agreement with you.

If after discussion and consideration of all relevant circumstances, it is not possible to agree all aspects of your working arrangements, it is a condition of this contract that a reasonable variation may be made to your working hours and/or working pattern. Notice of any such variation will be given to you in writing as soon as is reasonably practicable.

**1.6 Additional hours**

You may be required to do other work related to your post outside your contracted hours, including attendance on non-pupil days where required by the school. Overtime is payable only to staff whose basic salary is at scp 24 or below where the overtime is authorised in advance. Employees above scp 24 may be granted Time Off in Lieu of overtime required to be worked.

Overtime is payable at enhanced rates only after the normal full-time weekly hours have been exceeded. Additional hours worked up to normal full time hours will be paid at your normal rate of pay.

**1.7 Care Staff in Residential Special Establishments**

Due to the nature of the work your duties may be undertaken during early morning, day, evening or weekend periods as required.

You may be required to undertake sleeping-in duty for which an additional payment will be made.

**1.8 Breaks**

Employees will be entitled to an unpaid break of a reasonable length during the working day where this exceeds 6 hours. The hours set out in the appointment letter are exclusive of such breaks.

## **2. Payments**

### **2.1 Salary**

Your commencing salary will be as stated in your appointment letter and includes your statutory entitlement to paid annual leave and public/bank holidays.

Your employer's pay policy sets out how nationally negotiated cost of living increases will apply.

#### **2.1.1 Scale 1 – 28**

Incremental progression within your pay scale is effective from 1 April. If you are appointed/promoted to a job between 2 December and 31 March, the first date of incremental progression will be the 1 April following the anniversary of your appointment/promotion.

If appointed to the minimum point on a pay scale, progression to the second point will be based on service alone. Progression beyond the second point will be subject to annual competence/performance assessment through the Performance Management Review process.

Where a regrading of a job occurs following job evaluation, the appointment will be to the minimum point of the new pay scale. Incremental progression to the next point in the pay scale will be the following 1 April – irrespective of the date of regrading.

If your appointment requires you to work non-standard hours (i.e. weekends\*, nights, evenings, shifts) on a regular and contractual basis, you will receive a locally agreed flat rate percentage allowance. This is a pensionable annual allowance, paid monthly with your basic pay. Your basic pay together with the percentage allowance is known as 'composite' pay.

\*(excluding employees contracted to work weekends only)

#### **2.1.2 Scale 29 – 74**

Progression within your pay scale will be subject to annual competence/performance assessment through the Performance Management Review process.

Incremental progression is effective from 1 April. However, if you are appointed or promoted to a job between 2 December and 31 March, the first date of incremental progression will be the 1 April following the anniversary of your appointment/promotion.

Where a regrading of a job occurs following job evaluation, the appointment will be to the minimum point of the new pay scale. Incremental progression to the next point will be the following 1 April, irrespective of the date of regrading.

### **2.2 Part-time Employees**

Part-time employees' salaries will be calculated pro-rata according to the hours and weeks worked as shown on your appointment letter.

### **2.3 Payment Periods**

Your annual salary will be paid calendar monthly in twelve equal payments by credit transfer to either a bank or building society account, details of which must be supplied on request. Payment will normally be made on the same day of each month but may be paid earlier at the discretion of the employer where the normal date falls in a main holiday period. Details are available on request from the administrative office.

Claims for mileage and allowances will be paid by credit transfer to the nominated payroll account.

### **2.4 Deductions from Salary and Overpayments/Underpayments**

Your employer will make all necessary deductions from your salary as required by law (including income tax, national insurance and pension contributions).

Every effort will be made to make accurate salary and other payments on the due dates. However, should an overpayment occur, your employer shall be entitled to deduct, from your salary, any monies owed by you at any time. Prior to any deduction being made, you will be notified of the reason and amount of the deduction. Similarly, your employer will pay to you any monies due as a result of any underpayment.

You are expected to draw to the attention of your employer any over or under payment as soon as possible.

### 3. Holidays

#### 3.1 **Annual Leave entitlement**

##### Full Time Employees

Annual leave is to be taken by arrangement with Management and normally during closure periods only. You are required to follow your employer's procedure and comply with any notice requirements when applying to take time off. Annual leave entitlement varies according to grade and continuous service as shown below:

	Less than 5 years Local Government service		5 or more years Local Government service	
scp	days*	annualised hours	days*	annualised hours
1-22	24	177.6	27	199.8
23-34	25	185.0	28	207.2
35+	26	192.4	29	214.6

\* Your employer may require employees to use one or more of these days at fixed times and reserves the right to vary such arrangements according to the needs of the school.

#### 3.2 **Public/Bank Holidays**

In addition to annual leave, full-time employees are entitled to paid leave on each of the 8 public/bank holidays.

#### 3.3 **Statutory Holiday**

Full time employees statutory holiday entitlement of 5.6 weeks (4 weeks and 8 Bank Holidays) is included in your annual leave (3.1) and Public/Bank Holidays (3.2) entitlements above.

#### 3.4 **Part-Time /Job Share Employees**

Entitlement to contractual/statutory annual leave and public holidays is calculated on a pro rata basis according to the number of hours and weeks per year worked as a proportion of full time, as follows:

$$\frac{\text{Working weeks}}{52.14} \times \text{Full-time leave entitlement (incl. BHs)}$$

52.14 – Full-time leave entitlement (incl. BHs).

##### 3.4.1 **Employees working less than 52.14 weeks**

Due to the nature of your employment, your pro-rata holiday entitlement will be paid to you in monthly installments and be deemed to be taken during closure periods.

##### 3.4.2 **Occasional / ad hoc / additional hours**

Pro rata leave, based on the statutory annual leave entitlement, will be paid for additional hours, at your normal hourly rate up to the normal full time hours (generally 37 hours per week).

#### 3.5 **Leave period**

The leave period shall be from 1 September to 31 August.

During your first year, leave entitlement accrues monthly, at the rate of 1/12<sup>th</sup> of your annual leave entitlement.

- Part-time employees - you will be paid one 12th of your pro-rata entitlement each month.
- For full-time employees - the taking of your annual leave may be restricted to the number of days you have accrued at the time you wish to take the leave. In subsequent years your full leave entitlement is available to you from the beginning of the leave year.

#### 3.6 **Holiday Pay**

Unless otherwise stated in your appointment letter, you will receive your normal pay for contractual hours for annual leave and public/bank holidays.

For employees in receipt of the flat rate percentage allowance, normal pay includes this allowance for regularly working non-standard hours.

- #### 3.7 **Accrued holiday pay (employees working 52.14 weeks)**
- if on termination of your employment you have any outstanding holiday entitlement, you will normally be required to take that leave during the period of notice given to or by you. In very exceptional cases, if on your last day of service there is still annual leave due to you which management are satisfied that you have been unable to take, you will be paid in respect of those days, the calculation being based on your hourly rate of pay. In the case of dismissal on conduct/performance (including ill health) grounds, payment would only be in respect of any outstanding entitlement to statutory leave.

If you leave to take up a post with another Local Government employer you may be able to transfer your outstanding leave entitlement to that post. If your new employer does not allow this, you will be expected to take any outstanding leave, as above.

### 3.8 **Refund of holiday pay (employees working 52.14 weeks)**

It is an implicit term of your contract of employment that, should your employment cease at any time during a leave year, your employer will be entitled to deduct from your final payment of remuneration an amount equivalent to a day's pay for each day of annual leave taken by you during the current leave year which exceeds one twelfth of your annual leave entitlement for each completed month of service during that year.

## 4. **Probation**

If you are a new entrant to the employment of this employer, confirmation of your appointment will be subject to the satisfactory completion of a 26 week probationary period (unless your appointment arises from a statutory transfer), during which you will be expected to establish your suitability for the post. During the probationary period you will be subject to any probationary procedure adopted by your employer.

This period will be based on your contracted working weeks (excluding school closure periods where you are not engaged to work these periods) and may be extended at the discretion of your employer for example where there has been significant absence.

Your contract will either be confirmed or terminated at the end of the probationary period, subject to **statutory notice requirements as set out below (8.3). In some instances a contract may be terminated at any point prior to the end of the probationary period, subject to the statutory notice requirements.**

## 5. **Pension**

The pension scheme applicable to your employment is the Local Government Pension Scheme (LGPS) and all new employees are contractually enrolled into this scheme. Therefore you will be an active member of the Local Government Pension Scheme from your first day of appointment.

You are able to opt out of the pension scheme at any time by completing an opt out form obtainable from your pension scheme administrator [www.essexpensionfund.co.uk](http://www.essexpensionfund.co.uk).

The LGPS provides a comprehensive guaranteed benefits package, to which your employer also makes a substantial contribution. You can choose, as an alternative, a personal pension, stakeholder pension, or the State Second Pension but you should give very careful consideration to your pension position before making such a choice (under current legislation a personal pension or stakeholder pension can run concurrently with membership of the LGPS).

The LGPS has extensive transfer arrangements embracing schemes in both the public and private sector and Pensions Services can investigate the possibility of any such transfer request on your behalf, if requested. Please note, you only have 12 months from joining the LGPS to opt to transfer your previous pension rights.

To help people save more for their retirement, the government has introduced a requirement that employers enrol their workers into a workplace pension scheme. This is called Automatic Enrolment. This applies to those who meet certain age and earnings criteria.

Under certain circumstances, where you cease to be a member of the LGPS because of some action by your employer or the Scheme Administrator or because you opt out, the statutory requirements of Automatic Enrolment apply and this may mean that you will be re-enrolled into scheme if you meet certain age and earnings criteria. You will be able to opt out of the scheme as and when this happens.

More information about Automatic Enrolment can be found at <http://www.thepensionsregulator.gov.uk>

More information about the Local Government Pension Scheme can be found at [www.essexpensionfund.co.uk](http://www.essexpensionfund.co.uk)

## 6. **Statutory and Contractual Leave**

The Leave of Absence Policy sets out your entitlements to statutory leave (and whether this leave will be paid or unpaid). Including but not limited to time off for dependants, maternity, adoption, paternity, parental and shared parental leave.

Your contractual entitlement to maternity, adoption, paternity and shared parental leave are determined by the NJC Agreement for Local Government Staff.

Leave entitlements are dependent on employees meeting qualifying criteria and complying with certain notification requirements.

If you wish to request leave of absence which is not covered by an entitlement to statutory leave this will be handled in accordance with the Leave of Absence Policy.

If at any time you would like information concerning these provisions, you should contact your administrative office.

If you are, or become, pregnant, you should contact your Line Manager without delay in order to obtain all relevant information.

## **7. Sickness Absence**

### **7.1 Sick Pay**

7.1.1 Your entitlements to occupational sick pay are as governed by the NJC agreement referred to in paragraph 5, except as amended by local collective agreement. The current provisions are:

During 1 <sup>st</sup> year of service (up to 4 months service)	1 month's full pay
During 1 <sup>st</sup> year of service (after completing 4 months service)	1 month's full pay and 2 months half pay
During 2 <sup>nd</sup> year of service	2 months full pay and 2 months half pay
During 3 <sup>rd</sup> year of service	4 months full pay and 4 months half pay
During 4 <sup>th</sup> and 5 <sup>th</sup> 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

The period during which sick pay shall be paid, and the rate of sick pay, in respect of any period of absence shall be calculated by deducting from the employee's entitlement on the first day the aggregate periods of paid absence during the twelve months immediately preceding the first day of absence.

Part-time employees receive pro-rata benefits.

If you are also entitled to Statutory Sick Pay this will be included in your full occupational sick pay. When your entitlement to occupational sick pay reduces to half pay, any entitlement to statutory sick pay will be added to your entitlement to half pay, so long as the total sum does not exceed your normal pay.

7.1.2 There are other benefits if absence is due to 'industrial injury' at work.

7.1.3 Where there is medical evidence that an employee is no longer fit to fulfill the requirements of their job, even with reasonable adjustments, your employer reserves the right to terminate employment before the expiry of occupational sick pay, in accordance with the Sickness Absence Management procedure.

7.1.4 For employees who regularly work non-standard hours, 'full pay' for sick pay purposes includes the flat rate allowance/special protected allowance during full sick pay only; the allowance ceases to be paid when sick pay reduces to the half pay rate. All other additional premia payments, except regular lettings, are excluded from the definition of full pay for sick pay purposes.

### **7.2 Reporting requirements**

Payment of sick pay is subject to employees' compliance with the sickness absence management procedure, reporting requirements and cooperation, if requested, in obtaining medical advice as to their fitness for work.

Where sickness absence occurs, you must ensure that your immediate line manager is notified at the earliest opportunity of the absence and of when your illness commenced.

For all periods of sickness resulting in absence from work you are required to complete a sickness absence form (obtainable from your line manager). For absences beyond 7 calendar days you are required to obtain a FIT note.

You are under an obligation to declare any periods of sickness which might occur during closure or holiday periods. Medical certificates must be produced as described above.

Other detailed provisions are as set out in the NJC agreement and the Sickness Absence Management Procedure.

### 7.3 Sick Pay and Third Party Accident Compensation

Where employees are absent as the result of an accident for which damages may be recoverable from a third party, they must inform their line manager as soon as possible. The employer may recover all or a proportion of the costs of sick pay / accident pay from the damages received by the employee.

### 7.4 Medical and X-ray Examinations

Employees may sometimes be required to undergo a medical examination and/or tests or X-ray examination either by way of health surveillance for particular work their job which in the opinion of your employers Occupational Health Advisor (OHA) makes such examinations necessary. On rare occasions, employees may be required, on the advice of the OHA, to cease carrying out their normal duties for such periods as the OHA may require.

## 8. Notice to terminate employment

8.1 Your notice should be given in writing to your line manager.

### 8.2.1 Contractual notice (employer/employee)

Your appointment, once confirmed, is terminable by either side by at least one calendar months' notice ( as set out below) in writing expiring at any time:

Salary Band/Range	Minimum period of notice to be given by employer or employee
Scale 1 to Scale 6	One month
Scale 7 to Scale 8	Two months
Scale 9 to Scale 12	Three months
Scale 13 to Scale 17	Four months

8.2.1 In most cases the above periods of notice will apply. There will, however, be some exceptions, as follows, where the employer will give you a different period of notice.

- Failure to satisfactorily complete your probationary period (Statutory Notice will apply see 8.3 below)
- Summary dismissal without notice on the grounds of gross misconduct
- Where Statutory Notice (Statutory Notice will apply see 8.3 below) exceeds contractual entitlement
- In the case of dismissal for a Statutory Prohibition reason (Statutory Notice will apply see 8.3)
- In the case of fixed term contracts, which may be terminated earlier than the stated date by the employer (Statutory Notice will apply see 8.3 below)

### 8.3 Statutory Notice (employer)

The minimum period of notice of termination of your employment which your employer is required by law to give you is:

more than 4 weeks service, but less than 2 years	1 week
2 years or more service, but less than 12 years	1 week for each year of continuous employment
12 years or more service	12 weeks

### 8.4 Fixed-term Contracts

If your contract is for a fixed-term it will terminate on the date given in your letter of appointment if not previously terminated in accordance with the above provisions.

## STATEMENT OF WRITTEN PARTICULARS

### Part B Standard

#### 1. **Place of Work**

Your normal place of work will be as specified in your appointment letter. Your employer reserves the right (following reasonable prior notice) to require you to work at any other of its establishments, whether current or future, within a reasonable distance from your normal place of work, whether on a temporary or permanent basis according to the needs of the employer.

#### 2. **Secondary Employment**

Under Working Time legislation, your employer has certain responsibilities relating to your average working week and ensuring that you have appropriate rest breaks. To enable your employer to fulfil these obligations, you are required to seek advance permission to undertake other work in addition to this employment. In addition, you must not engage in any business or undertake any employment activities that might conflict with the school's interests.

#### 3. **Voluntary Service in HM Forces**

During your service with this employer you must not, without your employer's permission, volunteer for service in HM Forces or for any other form of National Service which might result in your employer being deprived of your services.

#### 4. **Salary sacrifice arrangements**

If you opt to participate in schemes as permitted by your terms and conditions and as operated by your employer, you are thereby agreeing to the relevant reduction to your gross salary for the duration of your participation in the scheme.

#### 5. **Previous Service**

Your dates of continuous service are set out in your appointment letter.

- 5.1 In the event of your post being made redundant previous continuous service with an organisation covered by the Redundancy Payments (Continuity of Employment in Local Government, etc) (Modification) Order 1999 (as amended) (which covers Local Authorities, Schools, Academies and related bodies) will be included in calculating your entitlement to a redundancy payment subject to 5.1.2 below. Your service for redundancy payment purposes is broken on receipt of such a payment.

##### 5.1.2 **Dual/Multiple Appointments**

If you have two or more concurrent contracts with a Modification Order employer each contract of employment that you have will be treated independently for redundancy purposes such that if you are made redundant from one of those posts, continuous service (and the redundancy payment) will only be calculated from the start date of the post from which you are being made redundant.

#### 5.2 **Other Statutory Rights**

Your period of continuous service for statutory rights, other than redundancy, begins from the date of your commencement of your employment with this employer. If you have dual or multiple appointments with the same employer, the earliest date of continuous service will apply to all your contracts of employment with this employer.

#### 6. **Union Membership**

You have the right to join (or not to join) a trade union and to take part in its activities. Details of the recognised trade unions are available from the administrative office.

#### 7. **Code of Conduct**

You are expected to familiarise yourself with and comply with the Employee Code of Conduct which provides an overall framework of the behaviours expected of individuals who work in the school. The Code of Conduct covers a range of matters including (but not limited to):

- Safeguarding and child protection
- Confidentiality
- Conduct outside work
- Use of Computers, Email, Internet and social media
- Relationships
- Close Personal Relationships At Work
- Dress Code
- Use of financial resources

### 7.1 **Disclosure of Information**

It is a condition of this appointment that both during and on leaving the employment you may not divulge information of a confidential, sensitive or commercial nature gained during the course of your employment for purposes detrimental to the interests of your employer and other interested parties. This does not affect your statutory rights under the Protected Disclosure (Whistleblowing) Act.

### 7.2 **Inventions or Designs**

If during the course or as a result of your employment you invent or design anything which has some connection with the work you are employed to carry out, details of the invention or design must not be disclosed to anybody until the matter has been reported by you to your Line Manager and you are subsequently informed that there is no objection to your doing so. The right to register the design or patent the invention may be lost by a premature disclosure of its nature and as a result your interest or those of your employer might be prejudiced.

### 7.3 **Rules against acceptance of Gifts, Legacies, Bequests and Hospitality**

You may not accept any gift or legacy from a person intended to benefit from your services (or those whom you supervise) or from any relative of theirs without the prior written permission of your Line Manager. Similarly, nor may you give any gift to someone from whom you expect to receive any favour in your/their official capacity.

Hospitality offered to you in your official capacity should only be accepted if that is part of a genuine business activity. Any such hospitality should be properly authorised and recorded by your Line Manager.

You should always consider any particular sensitivities around accepting hospitality from an organisation that may be affected by decisions being taken by your employer.

Whilst you may accept gifts of token value such as pens and diaries, you should not accept personal gifts from contractors or outside suppliers.

### 8. **Safeguarding Children and Vulnerable Adults**

Your employer is committed to safeguarding and promoting the welfare of children, young people and vulnerable adults and expects you to share this commitment by complying with national standards and your employer's policy. This includes attendance at general safeguarding training and any specific training relevant to your particular role as specified by statutory guidance.

### 9. **Disclosures**

You must notify your headteacher should you be subject to a police investigation, arrested, charged, convicted or cautioned/reprimanded or warned for any offence during your employment. This includes motoring offences which result in court action and licence penalty points, but not parking offences/fines where no penalty points are incurred. The police action will be considered with regard to the particular post you occupy and the nature and severity of the offence and penalty and in accordance with the employer's policy on the employment of ex-offenders, statutory safeguarding requirements and the employment policies of the school.

In addition, if you are employed in a post covered by the Childcare (Disqualification) Regulations 2018 ("the Regulations") or transfer to a role covered by the Regulations at any time during your employment, you must immediately inform your employer if:

- you are subject to any relevant orders or restrictions covered by the Regulations during your employment;
- you have had registration refused or cancelled in relation to childcare; or
- you have been disqualified from private fostering

which may lead to you being disqualified from working in your post by virtue of the Regulations. Full details of the relevant offences are available from the administrative office.

### 10. **Health and Safety**

All employees are required to comply with the Health and Safety policy a copy of which is available in the administrative office. All staff are required to comply with the following health and safety responsibilities.

- Take reasonable care of their own health and safety and that of others affected by their acts or omissions
- Co-operate with the employer to enable it to meet its legal responsibilities
- Report to their line manager any hazards they identify and any inadequacies in health and safety procedures
- Report, using prescribed procedures all accidents, reportable diseases, ill health, dangerous occurrences and near misses
- Ensure they undertake appropriate risk assessments for any activities they organise at the planning stage and implement appropriate control measures.



- Take part in any health and safety training identified as necessary by the employer.
- There are additional responsibilities for managers which can be found in the policy documents.

You must also follow any Codes of Practice, safe working procedures (drawn up from risk assessments) and other arrangements for implementing the Health and Safety Policy.

#### 11. **Grievance Procedure**

If you have a grievance relating to your employment you should discuss the matter initially with your line manager. Further steps, including the process for appealing against the outcome of a grievance or complaining about how a grievance is handled, are set out in the Grievance Procedure, a copy of which is available from the administrative office.

#### 12. **Disciplinary Procedure**

The disciplinary rules that are applicable to you are those adopted by your employer and set out in the Disciplinary Procedure, a copy of which is available from the administrative office.

Any breach of the disciplinary rules will render you liable to disciplinary action under the disciplinary procedure.

If you are dissatisfied with any disciplinary decision relating to you, including dismissal, you have a right of appeal under the disciplinary procedure, except where you have agreed in writing to forego this right in a particular case.

#### 12.1 **Gross Misconduct**

Alleged gross misconduct, examples of which are given below, if confirmed at a disciplinary hearing, will result in summary dismissal.

##### **Gross misconduct**

Examples of misconduct which will normally be regarded as gross misconduct are:

- Unauthorised removal of property
- Stealing/theft from the employer, its governors/trustees, its employees or the public and other offences of fraud or serious dishonesty
- Sexual offences/misconduct (including serious misuse of the internet)
- Breaches of the Equality and Diversity policy, including serious acts of harassment, discrimination or verbal abuse against employees, clients or members of the public on grounds of race, sex, disability or religious belief or any other grounds
- Manipulation or falsification of exam procedures or results
- Fighting / Physical assault / offences involving violence
- Possession of prohibited firearms, knives or other weapons
- Harming pupils (as defined by the Children's Act 1989, as amended)
- Abuse of Trust relating to pupils within the school
- Establishing inappropriate relationships with children or young people, including through social networking sites
- Falsification of time sheets or subsistence and expenses claims, sickness self-certification etc.
- Other offences which seriously threaten the security of the pupils, members of the public, employees or property or which seriously damages public confidence in the school/academy
- Deliberate misuse of data protection information and/or deliberate interference with computerised information, including serious data breaches
- Falsification of qualifications which are a stated requirement of employment and which result in financial gain
- Malicious damage to property, arson and other major criminal damage
- Serious breaches of Health and Safety legislation and/or the Health, Safety and Welfare Policy e.g. intentional or reckless interference with or misuse of anything provided by the employer in the interests of health and safety.
- Serious drug/alcohol related offences
- Serious breaches of the policy on use/misuse of the internet/data records
- Serious breaches of the Code of Conduct
- Failure to disclose any relevant criminal offences prior to employment and any criminal convictions which occur during employment

- Any other act of misconduct of a similar gravity

The above lists are neither exclusive nor exhaustive and there may be actions which do not appear above but may nevertheless be the subject of disciplinary action.

In determining the seriousness of the misconduct, particular regard will be given to the circumstances of the individual case. Factors which can influence a decision as to the seriousness of the offence may include:

- the type, degree and frequency of the misconduct
- the consequences arising from the misconduct, and
- the level of responsibility of the employee concerned

### 13. **Dismissal Procedures**

In the event of the employer contemplating termination of your employment (for reasons of capability, or conduct), the appropriate procedures will be followed. Where there is no specified procedure the ACAS Code of Practice will be followed.

### 14. **Driving Licence/Vehicle Insurance**

If the nature of your work requires you to drive, you must hold and maintain a full, valid driving licence enabling you to drive in this country. If you use your own vehicle for business it must be insured for business use.

### 15. **Personal Protective Clothing/Equipment**

Where personal protective clothing/equipment is provided to comply with Health and Safety legislation it must be used in accordance with any instructions and/or training given. You must report any loss or obvious defect that occurs and they should keep the equipment as instructed and return it when required.

### 16. **Equipment Provided by Employer**

Where you are provided with other equipment in connection with your work e.g. laptop computer, mobile telephone, etc, it must be used in accordance with any instructions. Use of the equipment contrary to those instructions or failure to take reasonable care of them could lead to them not being covered by the employer's insurance policy. In those circumstances you might be held liable for any costs arising. You must return any such equipment when required / when you cease employment.

### 17. **Data Protection and Confidentiality**

Employees are required at all times during their employment to comply with the provisions of any current Data Protection legislation from time to time in force. Employees must take all reasonable steps to comply with any data protection requirements issued by the employer.

Employees are further required to ensure they comply with the confidentiality provisions as set out in the Code of Conduct or notified to them by management from time to time. In particular, the employee shall take all security precautions required by the employer or any third parties that have contracted with the employer to ensure confidential information is not shared or disclosed in an unauthorised manner. No employee should make assumptions about the sharing of confidential information with other employees. If in doubt, the employee should consult his/her line manager. Inappropriate access or disclosure of school data constitutes a data breach and should be reported in accordance with the school's Data Protection Policy immediately. It may also constitute a disciplinary offence, which will be dealt with under the school's disciplinary procedure.

These confidentiality provisions do not affect your statutory rights to make a protected disclosure (whistleblow) or your right to raise a grievance in relation to any issues that arise during your employment.

The employer will comply with the relevant obligations of any current Data Protection legislation in relation to the processing of personal data and any special categories of data relating to the employee. All personal data will be collected, held and processed in accordance with the school's Data Protection Policy and retention schedule.

## **Notes**

- Unless otherwise stated in your letter of appointment you can see all the documents referred to in this Statement in the Administrative Office.
- Amendments to this Statement or to documents referred to will be notified to you as soon as possible.