

# Written Particulars (Support Staff)

EPAT

Believe Succeed Together

Date Reviewed	June 2018
Date Ratified by the Trust	July 2018

## Contents

1.0 Appointment Letter .....	3
2.0 Terms and Conditions of Employment .....	3
3.0 Pension .....	5
Appendix A .....	6

## 1.0 Appointment Letter

You will be appointed in line with the Trust's Recruitment Policy.

You will receive a letter of appointment (Appendix A) which will include:

- The post for which you applied.
- Annual salary as determined by the Trust's Pay Policy.
- Date of continuous service with the Trust.
- Place of work.

## 2.0 Terms and Conditions of Employment

Your terms and conditions of employment are detailed in the following table.

Area	Details
Probation	If you are a new employee of the Trust, confirmation of your appointment will be subject to the satisfactory completion of a 3 month probationary period.
Policies	As an employee of the Trust, you will be required to work in accordance with the relevant regulations, policies and procedures adopted by the Trust e.g. Disciplinary (Misconduct) Policy and Grievance Policy, which are published on the Trust's website <a href="http://www.epat.education">www.epat.education</a>
Hours of Work	In the case of full-time employees, 37.5 hours a week, inclusive of annual leave, public holidays and exclusive of meal breaks. You will be entitled to a break of reasonable length during the working day, where this exceeds 6 hours. In the case of part-time employees, pro-rated according to the hours and weeks worked. The hours may vary from time to time, as directed by the Trust. Overtime is paid at an enhanced rate and is detailed in the Trust's Pay Policy.
Pay	You will be paid calendar monthly in 12 equal payments by credit transfer to either a bank or building society account, details of which must be supplied on request.
Annual Leave, Public Holidays, and Extra Statutory Days	The annual leave period is 1 <sup>st</sup> September – 31 <sup>st</sup> August. During your first year, annual leave entitlement accrues monthly at a rate of 1/12 <sup>th</sup> of your annual leave entitlement. The taking of 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. Annual Leave entitlement is as follows: <ul style="list-style-type: none"> <li>• &lt; 5 years continuous service with the Trust = 28 days.</li> <li>• 5-9 years continuous service with the Trust = 30 days.</li> <li>• 10+ years continuous service with the Trust = 32 days.</li> </ul> In addition to annual leave, full-time employees are entitled to paid leave on each if the 8 public holidays and to 2 extra statutory days leave in a full leave year. Entitlement to annual leave, public holidays and extra statutory days is calculated on a pro rata basis according to the number of hours and weeks worked per year as a proportion of full time. Leave must be taken only in agreement with your line manager.
Holiday Pay	You will receive your normal pay for contractual hours for annual leave, public holidays, and extra statutory days. If at the 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 exceptional cases, if, on your last day of service, there is still annual leave due to you, 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 grounds, payment would only be in respect of any outstanding entitlement to statutory leave.

	<p>It is an implicit term of your contract of employment that, should your employment with this Trust cease at any time during a leave year, the Trust 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 1/12<sup>th</sup> of your annual leave entitlement for each completed month of service during that year.</p>
Previous Service	<p>Your date of continuous service is set out in your appointment letter.</p> <p>Continuous service is defined as working for any organisation covered by the Local Government Redundancy Payments (Continuity of Employment in Local Government etc) (Modification) Order 1999 (S1 1999 No.2277) where there has not been a break in employment.</p> <p>If you have two or more separate contracts with the Trust and 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. Each contract of employment that you have with the Trust will be treated independently for redundancy purposes.</p> <p>Your period of continuous service for statutory rights, other than redundancy, begins from the date of your commencement of your employment with this Trust. If you have dual or multiple appointments with the Trust, the earliest date of continuous service will apply to all your contracts of employment.</p>
Sickness-Absence	<p>This is covered in the Sickness and Absence Policy adopted by the Trust.</p> <p>Following a successful probation, your sick pay entitlement is set out below:</p> <ul style="list-style-type: none"> <li>• 1st year of service – 26 days full pay; 40 days half pay.</li> <li>• 2nd year of service – 40 days full pay; 40 days half pay.</li> <li>• 3rd year of service – 80 days full pay; 100 days half pay.</li> <li>• 4th year of service – 100 days full pay; 100 days half pay.</li> <li>• 5th year of service – 120 days full pay; 120 days half pay.</li> </ul> <p>If you are absent as the result of an accident, you will not be entitled to sick pay (including statutory sick pay) if damages may be receivable from a third party in respect of such an accident.</p>
Leave of Absence	<p>This is covered in the Leave of Absence Policy adopted by the Trust.</p>
Notice	<p>Subject to the rights of either party at law, your appointment is terminable by either side by at least one month's notice. Your notice should be given in writing.</p> <p>There will, however, be some cases where the minimum period of notice of termination of your employment which the Trust must give by law, is longer than the above. In these cases the statutory notice periods will be taken account of and whichever is the greater entitlement will be applied.</p> <p>The minimum period of termination of your employment which this Trust is required by law to give you is:</p> <ul style="list-style-type: none"> <li>• More than 4 weeks service, but less than 2 years = 1 week.</li> <li>• 2 years or more service, but less than 12 years = 1 week for each year of continuous employment.</li> <li>• 12 years or more service = 12 weeks.</li> </ul>

### **3.0 Pension**

All employees (both permanent and temporary) must automatically enrol into a workplace pension scheme. If you are under age 75, and employed on a permanent or a fixed term contract for more than 3 months, you will automatically become a member of the Local Government Pension Scheme (LGPS). Employees may choose to 'opt out' of the scheme, but only after they have been enrolled by the employer.

The LGPS provides a comprehensive guaranteed benefits package, to which the Trust also makes a substantial contribution. 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 on your behalf, if requested. Please note, it is important you make your request within 12 months of commencement of employment.

Your individual pension contribution rate will be confirmed to you when you join the LGPS.

Details of the LGPS are provided separately in the comprehensive Employee's Guide, obtainable from the Pensions Services website: [www.lgps.org.uk](http://www.lgps.org.uk)

## Appendix A

Dear X

On behalf of the Trust, I am pleased to offer you the **FULL/PART-TIME** position below, effective **DATE**

Post	
Annual Salary	
Commencement of Continuous Service with the Trust	
Place of Work	

Your terms and conditions of employment and other relevant information are detailed in the Written Particulars (Support Staff) which is attached/enclosed with this appointment letter.

If you wish to accept this appointment, I would be grateful if you would kindly sign both copies of this letter and return a copy to the Academy as soon as possible.

Yours sincerely,

**PRINCIPAL OF ACADEMY/CEO/BOARD**

I accept the appointment described in this letter and the terms and conditions in the Written Particulars (Support Staff) of which the foregoing is a true copy.

Date..... Signature.....