

SUMMARY OF MAIN TERMS AND CONDITIONS OF EMPLOYMENT SUPPORT STAFF

**** Green Highlight denotes details will be contained on employee contract**

EMPLOYER: The Consortium Trust (“the Trust”)

EMPLOYEE: **[NAME]****

1. CONDITIONS OF SERVICE:

The National Agreement on Pay and Conditions of Service known generally as "the Green Book" (which may be subject to amendment from time to time) and any local agreements negotiated between Consortium Trust and its employees. The Trust undertakes to keep copies of associated documents up to date and readily available for viewing on the Trust Website.

<https://consortiumacademy.co.uk/suffolk/primary/consortium-mat>

2. DATE EMPLOYMENT BEGAN:

- I. Your employment with other organisations covered by the Redundancy Payments (Modification) Order 1999 and subsequent amendments is recognised and your continuous start date for these purposes is **[DATE]**
- II. Date employment began with Consortium Trust: **[DATE]**
- III. If you have received a redundancy payment in respect of previous service, the receipt of the redundancy payment breaks continuity for redundancy qualification and payment purposes.
- IV. Continuity of service allows for up to a 4 week gap in employment with the same employer to allow employees to maintain continuous employment and accrue employment rights and protections.

3. CONTRACT TYPE:

- Permanent (subject to satisfactory completion of six months’ probationary period).
- Temporary/fixed term. Your appointment will automatically terminate on **[DATE]**. It may be terminated earlier than this date by either party giving due notice to the other.
- Casual (employees who work on a regular basis or who are on a zero-hour contract will have the legal right to request that these hours form part of their normal working pattern)

4. JOB TITLE: **[JOB TITLE]**

Your duties shall be as indicated by your job title, job description and any relevant standards. In addition:

- I. You may be required to carry out any other duties within your capacity which the Trust, as your employer, may reasonably require.
- II. You shall comply with all reasonable rules and instructions given to you by your employer.
- III. You shall, during working hours, devote the whole of your time and attention exclusively to the interests of the Trust and throughout the period of your employment shall take all reasonable steps to preserve and protect the property, goodwill and reputation of the Trust and shall do nothing to damage the Trust, its pupils, staff, or associates.

IV. During the period of your employment, you shall not, except with prior written consent of a member of the Trust's Senior Leadership Team, work for, be employed by or have any interest in any other organisation which may conflict with your responsibilities as an employee of the Trust.

5. **PROBATIONARY PERIOD:**

All new external appointments to permanent posts and fixed term appointments of one year or more are subject to a probationary period of 6 months i.e. 26 working weeks. It may be extended by a maximum of a further 13 working weeks if the employee's performance/conduct warrants this.

Employees on fixed term appointments of less than one year are subject to a three- month probationary period i.e. 13 working weeks, which can be extended by a maximum of a further 13 working weeks where necessary. Probation timescales exclude school holiday periods for school based staff or any central Trust staff who are employed on term-time only contracts.

Full details are set out in the Induction and probation policy found at <https://consortiumacademy.co.uk/suffolk/primary/consortium-mat>

6. **TRAINING:**

You will be required to complete appropriate induction training. The Trust will provide links to statutory training that is required by all employees and specific job related training will be provided as required.

7. **LOCATION:** [LOCATION]

- I. Your employment will be based as above but you may be required to work at any other premises occupied by the Trust and as directed by the Trust. You will be provided reasonable notice of the change depending on the circumstances.
- II. The whole of the Trust's estate, including Trust vehicles, are designated "No Smoking/No Vaping" areas. You are required to abide by those restrictions.
- III. You will be required to wear a name badge plus security identification whilst at work or whilst representing the Trust on Trust business

8. **TRAVEL ALLOWANCE:**

When travelling on school business, the use of alternative transport methods to cars should always be considered and used, based on consideration of cost and time effectiveness and environmental impact. If you are required to use your car on school business it is essential that your car is properly insured with Business Class insurance the cost of which is born by the employee.

The current rates of re-imbusement are found in the Travel and Subsistence policy. For employees employed across multiple sites mileage is paid for claims above and beyond their normal daily allowance and from the location as detailed above.

The Trust will consider requests for refunds if it is more cost effective for a family member or friend to provide alternative transport to a venue.

9. **CONFIDENTIALITY:**

Both during the period of your employment and thereafter, you shall not disclose to any person or make use of for your own benefit or for the benefit of any other person, any trade secret or confidential information of the Trust unless you have obtained the written consent of a member of the Trust's Executive Leadership Team or such use or disclosure is required for the proper performance of your duties.

10. **HOURS OF WORK: [HOURS]**

Your general working arrangements, including working times will be detailed as follows

Monday	Start time/Finish time
Tuesday	Start time/Finish time
Wednesday	Start time/Finish time
Thursday	Start time/Finish time
Friday	Start time/Finish time

Lunchtime is unpaid and is taken in conjunction with the school timetable. The Trust/School reserves the right to vary the times subject to consultation and in conjunction with school requirements.

Subject to the provisions of the Working Time Regulations 1998 you may be required to work such additional hours as may be necessary to enable you to effectively discharge your duties under this contract.

The Working Time Regulations 1998 state that an employer should take all reasonable steps to ensure that employees do not work more than an average of 48 hours per week over a 17 week period. All workers must obtain consent before engaging in outside employment, or taking on additional contracts with the Trust, which would total an average of 48 hours per week or more. This includes self-employment, voluntary work and work on behalf of any professional association where the worker is a member or office holder. The Trust expects its staffs' hours of work to be no more than an average of 48 working hours each week over a 52 weeks per annum in line with the working Time Regulations 1998.

Time spend travelling to or from your normal place of work shall not count as working time.

11. **REMUNERTION:**

- I. Your salary will be determined in accordance with the provisions of the Consortium rust Pay policy.
- II. Annual salary payments are made in 12 equal instalments by bank credit transfer on the 19th working day of the month.
- III. The Trust, as your employer, may deduct from the salary, or any other sums owed to you, any money owed by you to the Trust.

Your salary will be reviewed annually according to the provisions of the Trust's Pay policy, as amended from time to time. Incremental progression for employees is determined by the Trust PPDR and Appraisal process.

<https://consortiumacademy.co.uk/suffolk/primary/consortium-mat>

IV. Your annual gross basic salary is calculated as follows:

XX Hours per week x £hourly rate x 38/39 weeks worked per year = £XXX annual gross basic salary.

You will also receive 12 monthly instalments of holiday pay proportionate to your working hours and weeks based on your grade and your continuous service as explained below.

V. Total pay is £XXX Annual gross basic salary + Annual holiday pay = Total gross pay per year

12. ANNUAL LEAVE ENTITLEMENTS:

Employees are entitled to annual paid leave in addition to public holidays and any designated extra statutory days. Special leave can also be allowed which may be paid or unpaid, in accordance with the Trust's Special Leave policy (details of which are found on the Trust Website.)

<https://consortiumacademy.co.uk/suffolk/primary/consortium-mat>

STATUTORY LEAVE:

Statutory leave includes the following public holidays:

New Year's Day	Good Friday	Easter Monday
May Day	Spring Bank holiday	August Bank Holiday
Christmas Day	Boxing Day	

- I. Where you are required to work on a public holiday, you will be entitled to payment and/or a day's leave in lieu, subject to any local agreements in place at the school.
- II. The hours claimed for public holidays by part time employees are calculated pro-rata to ensure that each part time employee has the same entitlement for public holidays throughout the year. Further information on this is available from the Trust's HR team.

ANNUAL LEAVE year-round employees

The table below shows the annual leave entitlements for full-time employees working a five-day week, all year round.

Points	0-5 years' continuous service (excluding BH)	Over 5 years' continuous service (excluding BH)
1-22	24 days	28 days
23-62	24 days	29 days

If you work part-time or join/leave part way through the leave year, your annual leave entitlement will be calculated on a pro-rata basis and may be expressed as a number of hours.

You will normally be required to take your annual leave during the school holidays. If you should wish to book annual leave during term time, prior approval from the Academy Head must be obtained, through your line manager as applicable.

Holiday requests of 10 working days or more must be received by your Line Manager at least one term prior to the period of leave.

You may carry forward up to five days' annual leave (pro rata for part timers), which must be taken within the first three months of the following leave year. The Academy Head/Line Manager may authorise employees to carry forward an additional five days or, in exceptional circumstances, pay for the additional days not taken up to a maximum of five days.

On the termination of your employment, you will be entitled to pay in lieu of accrued but untaken annual leave. Subject to the needs of the school, you may be permitted to take annual leave. Prior approval must be obtained from the Academy Head, through your manager/supervisor (as applicable).

In the event that annual leave has been taken over and above that already accrued, you consent to a deduction being made from your salary equivalent to any leave taken in excess of accrued entitlement. If, on termination of your employment, leave has been taken over that already accrued, this will be deducted from your final salary payment. If your final salary payment is insufficient to allow for the whole of any such deduction, you will be required to repay the outstanding amount due within one month of the termination of your employment.

Any payments and deductions made for annual leave entitlement once your employment is terminated are calculated on the basis of hours, holidays overtaken or undertaken multiplied by your normal hours pay at the time of leaving.

ANNUAL LEAVE - part-year employees

Holiday pay

XX Hours worked per week x £hourly rate x Holiday entitlement (weeks) = Annual Holiday Pay

Actual holiday entitlement in hours

Holiday Pay / £hourly rate = holiday entitlement in hours

There is therefore no additional entitlement to annual leave.

Holiday entitlement for FTE:

Points 1 – 62 with less than 5 years' service – $(23 + 8 / 5) = 6.2$ weeks

Points 1 – 22 with more than 5 years' service – $(27 + 8 / 5) = 7$ weeks

Points 23 – 62 with more than 5 years' service – $(28 + 8 / 5) = 7.2$ weeks

Maximum available weeks –

Points 1 – 62 with less than 5 years' service – $52.143 - 6.2$ weeks = 45.943 weeks

Points 1 – 22 with more than 5 years' service – 52.143 - 7 weeks = 45.143 weeks

Points 23 – 62 with more than 5 years' service – 52.143 - 7.2 weeks = 44.943 weeks

Full time hours per week x full time weeks per year minus annual leave and bank holiday entitlement (hour) equals annualised hours worked for full time person

SPECIAL LEAVE:

- I. Paid or unpaid leave may be granted by the Academy Head and/or Line manager in accordance with the Trust's Discretionary Leave policy.

<https://consortiumacademy.co.uk/suffolk/primary/consortium-mat>

13. ABSENCE DUE TO SICKNESS AND INJURY AND SICK PAY PROVISIONS:

- I. Details are contained in the Green Book as previously mentioned. A summary of the allowances is shown below:
 - During 1st year of service 1 month's full pay and (after completing 4 months service) 2 months half pay
 - During 2nd year of service 2 months full pay and 2 months half pay
 - During 3rd year of service 4 months full pay and 4 months half pay
 - During 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
- II. The amounts of full and half pay will be reduced by the number of days of paid sick leave taken during the preceding twelve-month period.
- III. The sick pay scheme is a financial provision and is not an absolute contractual indication of the amount of paid leave an employee is entitled to when off sick. The Trust may allow the periods of full and half rate sick pay to expire before dismissal takes effect. However, no guarantee can be given and there may be certain circumstances where dismissal may take place before such expiry.
- IV. The procedure for reporting sickness or injury and other unplanned absences plus an explanation of statutory sick pay is available from your school office. For further information, please speak to your line manager or contact the Trust's Central Administration team.
- V. The Trust reserves the right to withhold sick pay in the following circumstances:
 - You have not followed the correct absence notification procedure;
 - You have an illness or injury which results from your misconduct at work;
 - You are working elsewhere during your period of absence, whether or not this is during your normal working hours
- VI. The Trust or your employing school has the right to require you to attend for a medical examination by any doctor nominated by the Employer and you are expected to co-operate with any such requirement. You are also expected to consent to your medical practitioner supplying a medical report.

VII. If you are awarded damages in respect of any illness or injury caused by a third party, then any payments over and above statutory sick pay made by the Employer to you in respect of any period of absence caused by such illness or injury shall be treated as a loan repayable on demand.

14. PENSIONS:

All support staff employees are- entitled to be a member of the Local Government Pension Scheme (LGPS) but you will only be automatically enrolled into this scheme if your earnings exceed the Current Earnings Threshold.

If your earnings are below the current threshold you may opt in to this scheme by completing the appropriate form and returning to the Trust HR and payroll.

If you are automatically enrolled you may opt out of this scheme by completing the 'opt out form' and notifying the LGPS.

If you choose to remain in this scheme, you will be required to contribute a percentage of your salary in accordance with the terms of the scheme. The Trust advises employees, where necessary, to seek independent financial advice with regard to additional information about the LGPS and its provisions.

15. NOTICE TO TERMINATE EMPLOYMENT:

During your probationary period (26 weeks), the notice period is one week on either side. Unless stated otherwise in your letter of appointment, both the Trust and you must give contractual notice as follows:

- Staff on Points 1 - 22 One calendar month notice
- Staff on Points 23 - 62 Two calendar months' notice

I. Where it is more favourable to you, the Trust must give statutory notice as shown below. Your entitlement will be calculated on the basis of your continuous service with the Trust.

One month or more but less than two years: one week

2 years or more but less than 12 years: one week for each year of service

12 years or more: 12 weeks

The periods of notice provided for above may be waived by agreement in writing between you and the Trust, subject to compliance by the Trust with statutory minimum notice requirements.

II. The Trust reserves the right, at its sole discretion, to pay you in lieu of any period of notice.

III. The Trust may at its discretion at any time including during any period of notice given by either party amend your duties and/or suspend you from the performance of your duties and/or exclude you from any premises of the Trust's premises and/or require you to work from home. During such time the Trust reserves the right for you to remain employed and to receive your salary and benefits.

- IV. You shall throughout any such period of suspension, exclusion and/or Employer requirement(s) continue to be an employee of the Trust and must comply with your obligations under your contract of employment.
- V. The Trust reserves the right to terminate your employment without notice in circumstances of gross misconduct, examples of which may be found in, but are not limited to, those set out in the Trust's Disciplinary policy and procedure.

16. GRIEVANCE AND DISCIPLINARY PROCEDURE:

- I. If possible, grievances and matters of a disciplinary nature will be dealt with informally but formal procedures are available if an informal procedure is not considered appropriate or has not resolved the problem. The formal procedures will be approached and operated flexibly as the main objective will be to resolve the problem.
- II. If you have a grievance relating to your employment, you should raise it in accordance with the Grievance Procedure set out in the Trust's Grievance policy and procedure.
- III. All grievances will be treated as strictly confidential and will not be disclosed to others in the Trust unless this is agreed with you.
- IV. Disciplinary rules are set out in Trust's Disciplinary policy and procedure, a copy of which is available from the Trust's Central office, the Trust's website.
<https://consortiumacademy.co.uk/suffolk/primary/consortium-mat>

17. EQUALITY POLICY:

All employees and workers have rights and responsibilities under the Trust's Equality policy. Acting in a manner which is contrary to this policy may be regarded as a disciplinary offence. Employees' individual complaints will be handled either through the Grievance Procedures or the Harassment/Bullying Complaints Procedures. Full details of the policy can be found in the school office or by contacting the Trust's central Administration team.

18. TRADE UNION MEMBERSHIP:

The Trust supports the system of consultation and negotiation and believes in the principle of solving employment relations problems by discussion and agreement. You have the right to join a trade union and you are encouraged to do so.

19. INVENTIONS

If, during the course of your employment, you invent or acquire alone or jointly any device or process related to any of the business of the Trust, full particulars thereof must at once be disclosed to the Trust and such invention shall be the sole property of the Trust unless otherwise agreed. You will be expected assist the Trust to obtain patent or other protection, in any part of the world, the Trust may need also, as soon as possible, to take any steps which may be necessary to vest such patent or other rights in the Trust at its expense.

20. INFORMATION MANAGEMENT

You will be expected to comply with the information management standards of the Trust and School managing electronic and hard copy records appropriately and not storing any records at home or on a personal device.

Further information: The Trust has policies and procedure covering a wide range of employment issues and the details can be found on the Trust website <https://www.consortiumacademy.org.uk/>

19. RIGHT TO HOLD PERSONAL DATA:

As part of your conditions of employment, you give the Trust permission to collect, retain and process information about you. This information will be used by the Trust for a number of purposes, including but not limited to administering your pay, your contract of employment and monitoring the Trust's compliance with the law and best practice in terms of equal opportunity and non-discrimination. In the event that the Trust needs to use or share your personal data in a situation where no specific lawful basis applies, your specific consent will be sought and can be freely given or withheld.

20. PROTECTION OF CHILDREN:

The post is exempt from the Rehabilitation of Offenders Act 1974. Your employment is subject to a satisfactory enhanced DBS disclosure 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 the Trust immediately if you are the subject of a police investigation or receive any conviction or caution.

21. TERMS OF EMPLOYMENT:

- I. These terms supersede all previous terms of employment, agreements, arrangements and understandings, whether formal or informal.
- II. The Trust has a number of non-contractual employment-related policies and procedures which may be amended from time to time after consultation with employees.
- III. The Trust reserves the right to make non-material alterations to your contract after consulting with you.

Signed on behalf of the Employer:

Date: 1st December 2024

