



How to generate, view and check contracts in Your HR

Purpose:

This guide is to be used to generate and view contracts in Your HR for a contracted position - **please note: a contract is not required for a casual position.**

Generating contracts

The 'Run document merge' screen allows you to generate a contract of employment for a new starter, additional position or transfer to new position as part of the process chain. You can also access it from the '**Person Details Administration**' at the end of the relevant process chains and, if you choose to generate it after you complete the chain, from the **Contracts & Letters > Generate a Contract/Letter** when you have an employee selected. The process for generating a contract outside of a process chain is the same as generating it from the chain so please refer to the relevant section.



The table below lists the standard contract templates that are available; please ensure you select the correct one.

If you are an academy or foundation/VA school who has requested specific contract templates to be created, your academy/school name will appear in the description of the template name.

Description	Used for
ACADEMY Non-Teaching	Academies only All non teaching employees excluding supply non teaching
ACADEMY Teaching	Academies only For all Teachers excluding supply teachers
FOUNDATION Non-Teaching	Foundation Schools only All non teaching employees excluding supply non teaching
FOUNDATION Teaching	Foundation Schools only For all Teachers excluding supply teachers
SCHOOL Non-Teaching	Maintained Schools only All non teaching employees excluding supply non teaching
SCHOOL Teaching	Maintained Schools only For all Teachers excluding supply teachers

Viewing a generated contract

You can generate a contract of employment as part of the new starter, additional position and transfer employee to new position process chains.

Note: contracts are not required for casual workers.

Follow the steps below to view the contract once you have finished the process chain.

Click on the Your HR logo in the top left hand side of the screen and click on **'Your to do list / Processes'**

Click on the **'Processes'** tab

[TO DO LIST \(5\)](#)

PROCESSES (0)

The Document merge process will be displayed; check that the status is **'Complete'** which indicates that the contract is ready to be downloaded:

[TO DO LIST \(1\)](#)

PROCESSES (0)

Document merge, Warwickshire County Council

COMPLETE 27/01/2023 12:23

To view the contract, click on the **'X'** in the top right to close your 'To do list/processes' screen

Click on **'Your People'** and search for the employee

This will take you to the main summary screen for the employee:

Click on the link **'Contracts & Letters'** then click on View Contracts and Letters

[Generate a Contract/Letter](#)

[View Contracts and Letters](#)

The correspondence log search bar appears in the left hand navigation bar:

^ Correspondence log

Search 

Click on the magnifying glass to search for the contract. Click on **OK** to the following prompt:

Are you sure you want to search for everything?

OK

Cancel

All the contracts generated for the employee will be shown:

Results 1 Record
Select all Save this group

Middlemarch Non-Teaching

The most recent one generated will normally be at the top of the list, if you hover your cursor over each document you can select the correct one based on the date and time of contract generation. The Correspondence details screen is displayed:

Correspondence details Middlemarch Non-Teaching ▼ MENU ↻ 🖨️

Template

Name

Document

Template type

Correspondence type

Generated date

Generated time

Effective date

Manual correspondence

Actioned

New upload filename No file chosen 🖨️

Click on the  icon to download the file. The file will be downloaded and be shown at the bottom of the screen, click the file to open in Word:



The covering letter and contract will be displayed in Word. If you are prompted, click on Enable Editing:

 **Protected View** This file originated from an Internet location and might be unsafe. Click for more details.

You must check the contract carefully before it is sent out; refer to '**Checking a contract before sending it out**' below. If sending the contract electronically to the employee i.e. via email, remember to save it in .pdf format before sending it to the employee so it cannot be amended. You can do this from **File > Export** and select **Create PDF/XPS**.

Checking a contract before sending it out

Statement of Particulars – Guidance Document

The Statement of Particulars and Terms of Employment contain all the information that **MUST** be provided to the employee in accordance with legislation. Where the contract needs more details e.g. hours/days of work, training, benefits etc specific details should be provided, and will require input as per this guidance by the school. Failure to provide statement of employment particulars in accordance with Section 1 ERA 1996 could result in legal claims.

Personal Details: Complete in full. Full name to include title, forename and surname.

Continuous Service: Complete in full. If continuous service date is not yet confirmed do not delay the issuing of the contract. Initially input to be confirmed and issue an updated contract once the date has been confirmed.

Continuous service runs from the date when they first started work with Warwickshire County Council, unless there has been an intervening break in service. A break in service will normally be regarded as a whole week or more during which the person is not employed by the County Council, although in certain circumstances successive contracts broken by relatively short breaks may be construed as continuous service – if in doubt advice should be sought from your HR department

Normally, service with an employer other than the County Council will not count as continuous. However, for the purposes of calculating redundancy pay, annual leave entitlement, occupational sick pay and access to the occupational maternity scheme, service with any public authority to which the Redundancy Payments (Continuity of Employment in Local Government etc.) Order 1999 applies also counts as continuous.

For the purposes of continuous service, there is an important distinction between the two types of bodies. Care Trusts are now listed on the Local Government Modification Order, while Primary Care Trusts are not.

Please refer to the Statutory Instrument 1999, No. 2277 for those employers covered by this. This can be found on the Office of Public Sector Information on; <https://www.legislation.gov.uk/ukSI/1999/2277/contents/made>

Where an employee returns to local government service following a break for maternity reasons, or reasons concerned with caring for children or other dependents, he or she is entitled to have previous continuous local government service taken into account, providing that the break does not exceed eight years and that no permanent paid full time employment has intervened.

Where an employee had previously been transferred from local government service, by means of a TUPE transfer, to an organisation not covered by the Redundancy Payment (Continuity of Employment

in Local Government, etc) Order 1999, and has, within a period of five years following that transfer, voluntarily returned to local government service and without a break between employment, he or she is entitled to have previous continuous service taken into account. This provision only applies where the return to local government service has occurred since 1st April 1997 and any resultant increase in benefits only takes effect from 1st April 2002.

Position Details: Complete in full.

Contract Details: Complete in full

Hours of the Week: Choose one of the clauses and complete as necessary this should include start and finish times as well as break times.

Please add how much notice will be provided to the individual where start and finish times may vary e.g.: 7 days, this is where shift or rota patterns may vary.

If it is a requirement of the role that there will be guaranteed overtime, e.g. caretakers, then it would be appropriate to confirm this in this part, for example wording

In addition to your normal working week you are contracted to work 1 hour overtime, Monday to Friday based on a shift pattern and weekend overtime on a rota pattern both notified to you by your line manager. Contracted overtime is dependent on the needs of the business and may be withdrawn following one month's notice.

Please note - The Statement of Particulars **MUST** state the employee's normal working hours and the days of the week the employee is required to work. It must specify whether such hours or days are variable and, if they are, the statement should state how they may vary or how that variation will be determined.

Working Conditions: Complete name and address of school

Terms of Employment – Guidance notes

1. **Employment checks:** This is standard wording for all employees. No need to amend.
2. **Right to work checks:** This is standard wording for all employees. No need to amend.
3. **Probation:**

Burgundy book employees Only: This is standard wording for all employees. No need to amend.

Green Book employees only: Please confirm how many weeks' notice would be given during the probationary period i.e.: 1 week, 2 weeks etc.
4. **Place of work:** This is standard wording for all employees. No need to amend.
5. **Pay & Allowances:** This is standard wording for all employees. No need to amend.
6. **Deduction of Salary:** This is standard wording for all employees. No need to amend.
7. **Notice to Terminate Employment:** This is standard wording for all employees. No need to amend.
8. **Hours of Work:** This is standard wording for all employees. No need to amend.
9. **Annual Leave/Holidays:** This is standard wording for all employees. No need to amend.
10. **Other Paid Leave:** This is standard wording for all employees. No need to amend.
11. **Sickness:** This is standard wording for all employees. No need to amend.
12. **Disciplinary and Grievance Procedure:**

It is necessary for the school to clearly identify within the Contract the person(s) who the employee needs to address any grievance or disciplinary appeal to, this paragraph cannot be left blank or without full completion. Provided in the contract is the wording with specific areas that MUST be completed by the school prior to issue. The wording is also set out below:

*The School's disciplinary and grievance rules and procedures apply to your appointment, copies of which are available from the office, your line manager or the Headteacher (**Delete as appropriate**) at the School. If you wish to appeal against a disciplinary decision or decision to dismiss you may apply in writing to [**SET OUT WHO THIS WOULD BE**, e.g. manager, Headteacher, Governing Body] in accordance with the School's disciplinary procedure.*

*If you wish to raise a grievance you may apply to writing to [**SET OUT WHO THIS WOULD BE** e.g. manager, Headteacher, Governing Body] in accordance with the School's grievance procedure.*
13. **Pension Arrangements:** This is standard wording for all employees. No need to amend unless as an academy or foundation school you have an alternative provider.
14. **Trade Union Membership:** This is standard wording for all employees. No need to amend.
15. **Cars/Car Parking:** Please delete as appropriate

If you are required to travel away from your normal place of work you are required to provide a car or make reasonable equivalent arrangements which are satisfactory to the County Council and/or School. You must ensure that you have appropriate insurance for business use. Further information can be found in the School's Travel Code of Conduct which is available from *the office, your line manager or Headteacher (Delete as appropriate)* at the School.

16. Other Work: This is standard wording for all employees. No need to amend.

17. Continuous Service: This is standard wording for all employees. No need to amend.

18. Health and Safety:

Amend below paragraph as appropriate:

You should make yourself familiar and comply with all worker responsibilities as detailed in the [**SET OUT THE HEALTH AND SAFETY POLICY WHICH THE SCHOOL WILL REFER TOO, e.g. WES or the School's**]Health and Safety Policy along with any specific arrangements, procedures, risk assessments, and safe systems of work pertinent to your work activity or workplace.

The remainder of this section should remain unchanged as it is standard for all employees.

19. Training Entitlement: This is standard wording for all employees. No need to amend. However, Schedule 1 must be completed alongside this.

It is important to note that the school must detail:

1. Any training from the employer to which the employee is entitled (section 1(4)(l), ERA 1996).
2. Any part of that training entitlement which the employer requires the employee to complete (section 1(4)(m), ERA 1996).
3. Any other training which the employer requires the employee to complete and which the employer will not pay for (section 1(4)(n), ERA 1996).

Schedule 1 (appendix 1) will enable you to list what the school's usual compulsory training is, e.g. corporate and local induction training which will be specific to the role; data protection/information management training. This **MUST** be completed in full for all employees and made available no later than the first day of employment along with a copy of this contract.

20. Employer and Employee Responsibilities: This is standard wording for all employees. **The only section to amend is where a copy of the policy can be obtained.**

21. Confidentiality, Data Protection and Privacy: This is standard wording for all employees. No need to amend.

22. Monitoring: This is standard wording for all employees, No need to amend.

23. Equal Opportunities: This is standard wording for all employees. No need to amend.

24. Uniforms: This is standard wording for all employees. No need to amend.

25. Restrictions: GREEN BOOK ONLY This is standard wording for all employees. No need to amend.

25/26. Other Benefits: This is standard wording for all employees.

All section 1 statements (and therefore contracts of employment) taking effect on or after 6 April 2020 need to set out details of any benefits which will be provided to the employee, including any benefit which is provided to employees as a matter of general practice, e.g. cycle to work scheme.

If the School intends to offer benefits, the contract should state that details are contained in Schedule 2, and for the school to set those out in Schedule 2.

Please note that a copy of schedule 2 (appendix 2) MUST be provided to employee at time of contract been issued, and no later than first day of employment.

26/27. Other Terms and Conditions of your Employment: This is standard wording for all employees. No need to amend.

Appendix 1 - SCHEDULE 1 – Guidance Notes

Note: It is a legal requirement that the school provide an employee with full details of training which will be provided to them. This schedule should be issued at the same time as the contract, and not later than the first day of employment.

TRAINING DETAILS

As set out in paragraph 19, this section should detail a list of ALL of the training which (a) the employee is entitled to receive from the school, (b) which the school requires the employee to complete which the school will pay for.

Training which the employee is entitled to receive from the school or which the school requires the employee to complete which the school will pay for

Examples could include, but is not limited to:

- Data protection/information management
- Safeguarding and Child Protection Raising Awareness
- Corporate induction training relative to the role (be specific)
- Local induction training (be specific)

[insert here any training which the employee is required to undertake which the employee will be responsible to pay for,]

For example: Are there any qualifications which are required for the employee to complete and pay for themselves?

The training may be delivered through a range of both face to face and eLearning modules

Appendix 2 - SCHEDULE 2 Guidance Notes

Note: It is a legal requirement that the school provide an employee with full details of training which will be provided to them. This schedule should be issued at the same time as the contract, and not later than the first day of employment.

OTHER BENEFITS

As set out in paragraph [X], the school can list the other benefits which are applicable to Green Book Staff. This list will vary for each school depending on school subscriptions and the examples below are not exhaustive. Select only those applicable to your school. Please add any additional staff benefits.

Examples may include:

- Cycle to Work - Save up to 30% on the latest bikes and accessories for your commute to work
- Lifestyle Savings - Access a huge range of discounts across the UK's major retailers including technology, fashion, supermarkets, travel and much more!
- Wellbeing Advice -Find support and resources for your own wellbeing and that of your family and friends.
- Employee Benefits Platform

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