

Supply Pool Terms and Conditions

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1. General Terms

- 1.1. These generic terms and conditions govern any work offered to you as part of the New College Durham Supply Pool. All individuals who are registered with the Supply Pool, and have satisfactorily completed all of their recruitment checks, must adhere to these terms and conditions and the prevailing policies and procedures of the organisation whilst undertaking such assignments. This agreement constitutes the whole agreement between the parties and any amendments to it shall be made in writing.
- 1.2. Applications not completed within three months of submission will be ruled null and void and the application deleted.

2. Supply Pool Roster Hours

- 2.1. Your line manager will submit a Roster timesheet based on the agreed hours for the previous month and in line with the payroll deadline dates published on the College's Finance intranet page to allow for payment to be processed in a timely manner. Failure to submit within the deadlines may mean that payment will be delayed until the following month. It is the responsibility of all Supply Pool staff to ensure they check their Roster calendar on People XD to ensure their line managers have published their hours. It is recommended that Supply Pool staff check this regularly to ensure their calendar contains the hours they have agreed to work on a monthly basis.
- 2.2. In line with the Financial Regulations (available from Intranet), any Supply Pool work not claimed within three months of the assignment taking place may be refused payment.
- 2.3. Staff who are unable to utilise a computer for medical reasons which may prevent them from accessing People XD can request alternative arrangements to be made. To discuss alternative arrangements, you should email hrsupplypool@newdur.ac.uk.

3. Supply Pool Retention

- 3.1. The College seeks to ensure that the Supply Pool database is periodically updated and if those who are registered on the Supply Pool are not utilised for longer than a 12-month period, may be removed from the Supply Pool. After which applicants will have to re-apply and complete the recruitment checks.

4. Online Training

- 4.1. If your application is accepted, a link to complete our mandatory online training packages will be sent to the email address that you provided on your application form. This includes further

information on Safeguarding (incorporates Channel and Prevent training), Equality and Diversity, Sexual Harassment, SEND, and Health and Safety. This training **must** be completed prior to any Supply Pool work being agreed or undertaken. Failure to complete the training will result in Supply Pool work being declined. Completion of the training is monitored regularly, and staff records are updated.

- 4.2. To ensure staff maintain up-to-date knowledge, all staff are required to refresh mandatory training every three years. This requirement applies for as long as you remain registered on the Supply Pool. When refresher training is due, your manager may, at their discretion, allocate time for this within your Supply Pool Roster. Failure to complete required refresher training within the specified timeframe may result in delays to work allocation or the rejection of further work opportunities. Regular checks are carried out between Training and Development and Human Resources to ensure training records remain up to date. If you receive a request to complete training, you must do so at your earliest convenience. Failure to complete required training may result in delays to work allocation or the rejection of further work opportunities

5. Duties / Place of work

- 5.1. The duties of the assignment will be clarified by the Manager arranging the Supply Pool work.
- 5.2. The duties may include, but will not be limited to; formal scheduled teaching, tutorials and student assessment, management of learning programmes and curriculum development, student admissions, educational guidance, counselling, preparation of learning materials and student assignments, marking of students' work, marking of examinations, management and supervision of student visit programmes, research and other forms of scholarly activity, marketing activities, consultancy, leadership and staff management, administration and personal professional development.

This also includes the possibility of lessons being observed in internal quality processes and external inspections, including, but not restricted to, those by Ofsted.

- 5.3. The normal place of work will be New College Durham, Framwellgate Moor, County Durham, DH1 5ES.
- 5.4. Assignments may also be undertaken at any other College premises, partner locations, or external venues where the College delivers its services. The location of each assignment will be confirmed in the relevant Supply Pool Agreement or Roster notification.
- 5.5. Where an assignment requires attendance at a location different from that originally agreed, the individual will be notified and may reconsider acceptance of the assignment.
- 5.6. It is not envisaged that you will be required to work outside the United Kingdom for more than one month at any one time. If, in the unlikely event that circumstances change so that it becomes necessary, this will be by agreement with you.

6. Rates of Pay

- 6.1. New College Durham Supply Pool will agree to pay a fee which will be expressed as an hourly rate in any assignment offer. It is at your own discretion whether or not you choose to accept an assignment based on the fee offered. Please refer to section 13 below (Accepting Assignments) for more information.
- 6.2. To ensure fairness and equity in terms of the rates of pay assigned to each assignment, it is recognised that a consistent definition of the respective bandings would assist managers in maintaining pay parity
- 6.3. It is suggested that the following is used for lecturing Supply Pool Staff;

Supply Pool Band 2	Supply Pool Band 3	Supply Pool Band 4
Payable when delivering qualifications up to Level 2 such as: • GCSE's • NVQ Level 2	Payable when delivering qualifications up to Level 3 such as: • A/AS-Level • BTEC National Certificate • NVQ Level 3	Payable when delivering specialist areas such as: • BAMBA • CIPFA • PGCEBA In addition to first degrees and some foundation degrees.

- 6.4. You may be required to prepare appropriate course materials and carry out administration / marking in addition to lecturing. Written details of the assignment will be sent to you before it is undertaken, in the form of a Supply Pool Agreement.

➤ Teaching:

As a guide, Supply Pool staff undertaking teaching would not normally be expected to undertake work exceeding 26 hours per week. Any requirement exceeding this level must be agreed in advance with the Executive Director of HR & Corporate Services.

Teaching Rates with preparation work included;

Band 2	£29.58
Band 3	£33.30
Band 4	£37.49

Teaching rates (detailed above) are inclusive of preparation and associated duties unless explicitly stated otherwise in the Supply Pool Agreement.

Where preparation time is applicable, New College Durham allocates preparation time equivalent to 32 minutes for each teaching hour. This allocation is already incorporated into

the published teaching rates. No additional preparation payment will be made unless expressly authorised.

Where preparation duties are not required for a particular assignment, the non-preparation teaching rates (detailed below) shall apply.

In the event that preparation time does not need to be claimed for, staff should use the non-prep rates which do not include any allocated preparation time, please see below;

Non-Prep Teaching Rates;

Band 2	£19.29
Band 3	£21.72
Band 4	£24.45
IQA	£23.04

➤ **Support**

It is suggested that the following is used as a guide for Support Supply Pool Staff;

B03	Administration and Technician
C03	Invigilation
D03	Classroom Support (LSA, PLC)
E02	Assessors at L2, L3, L4
F02	Supervisory / Managerial Cover, Gym class
F03	HE Assessors L5 upwards
H02	Counsellors

Support Rates;

B03	£13.98
C03	£14.50
D03	£15.02
E03	£15.71
F02	£16.59
F03	£17.09
H02	£19.82

¹ *figures quoted are gross and subject to statutory deductions*

- 6.5. **Fees will be paid one month in arrears to allow Roster timetables to be processed and checked. For example, assignments worked in September will be paid on the last working day in October. All statutory deductions, i.e. tax and NI will be administered by the College prior to any payment.**
- 6.6. Payslips are in an electronic format and can be accessed via the College network. Supply Pool members of staff will be given a user ID and password by their College Manager. The system will allow you to access your electronic payslip on your personal device when you are located externally from the College, i.e. from home if required. Staff who are unable to utilise a computer for medical reasons which may prevent them obtaining an electronic copy of their payslip can request for alternative arrangements to be made. To discuss alternative

arrangements for accessing your payslip, you should write to Elaine Bonham, Executive Director of Human Resources and Corporate Services to request a meeting.

- 6.7. Payment is by BACS (Bankers Automated Credit System), which means that your nominated account will be credited directly from the College bank account.
- 6.8. If an assignment is not completed or is terminated before completion, the total gross fee will be reduced pro rata to reflect the proportion of hours completed by the date of termination. Payment will be made only for hours that have been completed as previously agreed in the assignment offer and in accordance with these terms and conditions.
- 6.9. A Roster timetable issued through People XD constitutes the College's formal authorisation for any Supply Pool assignment and the associated payment.
- 6.10. No work must be undertaken unless the Roster has been issued and is visible to you via People XD. Work undertaken in the absence of an authorised Roster will be regarded as unauthorised work.
- 6.11. The College shall have no obligation to make payment for any unauthorised work.

7. Holiday Payments

- 7.1. Holiday entitlement will accrue in accordance with the Working Time Regulations and will be calculated based on hours worked.
- 7.2. Payment for accrued holiday will be made at appropriate intervals (usually at the end of each term) as determined by the College payroll processes.
- 7.3. The College reserves the right to designate periods during which accrued holiday entitlement may be taken, including College closure periods.
- 7.4. Supply Pool staff will not normally be engaged for assignments during designated College closure periods unless otherwise agreed.

8. Data Protection

- 8.1. The College will hold and use any personal data (including special categories of personal data) relating to you in accordance with its legal obligations, in the manner set out in the Employee Privacy Notice (as amended by the College from time to time).
- 8.2. The following policies will apply to the handling of personal data throughout the College including your personal data. All of these are available on the College Intranet and Website:
 - Data Protection Policy
 - Records Management Policy
 - Information Security Policy
- 8.3. These are requirements of the College and, if disregarded, may lead termination of your

Supply Pool employment.

8.4. Information on how the College will process records containing your personal data can be found at <https://newcollegedurham.ac.uk/privacynotices/> in the Employee section.

9. Monitoring of Emails, Internet and Telecommunication Use

9.1. The College's Policy on the Monitoring and Management of Electronic Communications, Internet and Telephones is available on the College Intranet. You must comply with this policy at all times. Your attention is drawn to the fact that the College may, in accordance with the Regulation of Investigatory Powers Act 2000 and the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 and our obligations under the Counter Terrorism and Security Act 2015, monitor your use of the telecommunications and computer systems supplied by the College, including your use of emails, the internet, social media accounts, telephone and facsimile. Any personal data (including special categories of personal data) obtained as a result of such monitoring will be held in accordance with the College's legal obligations, in the manner set out in the Employee Privacy Notice and in accordance with our Data Protection Policy which is available on the College website and Intranet.

10. No Guarantee of Work

10.1. New College Durham Supply Pool will attempt to find suitable assignments for staff on its register, however, there is no obligation for the College to do so. Equally there is no obligation for the individual to accept any or all of the assignments offered. However, once an individual has agreed to carry out an assignment there is a contractual obligation to do so, and failure to honour this obligation may lead to removal from the register.

11. Expenses

11.1. Expenses will only be paid where it is specified on the Supply Pool Roster and is confirmed in the assignment offered to you.

12. Deductions

12.1. The College reserves the right to make lawful deductions from payments where permitted by statute or where the individual has provided prior written authorisation. This includes, but is not limited to, recovery of overpayments or monies owed to the College.

12.2. Any such deductions will be communicated to the individual in advance where reasonably practicable

13. Pension Information

13.1. All Supply Pool staff are automatically entered into either the Local Government Pension Scheme or the Teachers' Pension Scheme. This is a mandatory requirement, and we must deduct pension contributions before we are able to allow an individual to opt out of the pension scheme. On commencement of employment our Finance Department will contact you with your unique member reference and members guide. Detailed guidance of the employers' duties with regards to Auto Enrolment can be found on the Pensions Regulator's website at www.thepensionsregulator.gov.uk.

LGPS:

All employees working in a Support role will be contractually enrolled into the pension scheme, unless they choose to opt out. If you opt out of the LGPS before completing 3 months membership you will be treated as never having been a member and your employer will refund the contributions to you through your pay. More details about the scheme can be found at www.lgps.org.uk.

TPS:

All employees that have a predominantly academic role and are between the age of 16 and 75 will be contractually enrolled into the scheme, unless they choose to opt out. On electing to do so the pension contributions which have been paid will be refunded through the payroll system. Anyone deciding to opt out of the scheme must complete the appropriate documentation found on the Teachers' Pension website. More details about the scheme can be found at www.teacherspensions.co.uk.

14. Accepting Assignments

14.1. You will agree to an assignment directly with a College Manager, and confirmation of assignment will come from the Manager in the form of a Supply Pool Roster notification. If you accept any assignment by any other means, this will delay any payments.

14.2. Should you accept an assignment, you will be asked to contact the Manager to discuss the work. There is no obligation to accept any assignment offered and it will not affect your chances of being offered subsequent assignments.

14.3. An Agreement of Supply Pool hours will be sent to you by email and accessible on People XD. It will stipulate:

- Nature of work to be carried out
- Total number of hours
- Pay level (the hourly fee)
- Location of assignment
- Work pattern required

14.4. If you have any queries regarding the details on the assignment you must contact your manager in the first instance.

15. Notification of non-attendance

15.1. You must ensure that you carry out the work within the terms of the assignment and ensure that it is completed by the agreed deadline. If, in exceptional circumstances, you are unable to attend work for which you have been engaged, you must notify your College Manager or Human Resources of your non-attendance as soon as possible. If you are unable to carry out part or all of an assignment that has been accepted, the College reserves the right to obtain a replacement. New College Durham Supply Pool may terminate the assignment if you are unlikely to be able to meet your obligations under any assignment to the satisfaction of the College whether through sickness or any other absence. Where you do not attend for any part of the assignment you will not receive payment for that period.

16. Sickness Absence Procedure

16.1. Supply Pool staff may be eligible for Statutory Sick Pay (SSP) in accordance with applicable legislation and HMRC regulations.

16.2. SSP entitlement, duration, and payment rates will be determined in accordance with prevailing statutory provisions and government guidance in force at the relevant time.

16.3. Payment of SSP is conditional upon compliance with the College's sickness absence policy notably in relation to sickness notification and certification requirements

16.4. Further information regarding SSP can be found at www.gov.uk

16.5. The information below details the process to be adhered to by Supply Pool workers, in the event of sickness absence:

Absence Spell	Action
Absence no more than 7 calendar days	Employee must complete the NCD Self Certification of Sickness Absence form (available from People XD)
Absence more than 7 calendar days*	Medical Note from GP required

17. Maternity Leave

17.1. If you become pregnant, you may be eligible to take maternity leave and may qualify for maternity pay. Full details of the College's Maternity Policy, and the procedures with which you must comply in order to exercise your rights under it, are available from the Human Resources intranet page.

18. Paternity Leave

18.1. Where your Spouse/Partner becomes pregnant, you may be eligible to take paternity leave and receive paternity pay. Full details of the College's Paternity Leave arrangements are detailed within the College's Special Leave Policy, and the procedures with which you must comply in order to exercise your rights under it are available from the Human Resources intranet page.

19. Shared Parental Leave

19.1. You may be eligible to take shared parental leave and may qualify for shared parental pay. Full details of the College's Shared Parental Leave Policy and the procedures to which you must comply in order to exercise your rights under it are available from the Human Resources intranet page.

20. Adoption Leave

20.1. If you adopt a child, you may be eligible to take adoption leave and receive adoption pay. Full details of the College's Adoption Policy, , and the procedures with which you must comply in order to exercise your rights under it are available from the Human Resources intranet page.

21. Bereavement Leave

21.1. Supply Pool staff may be eligible for Parental Bereavement Leave and, where applicable, Statutory Parental Bereavement Pay, in accordance with prevailing legislation.

21.2. Eligibility, duration of leave, and payment provisions will be determined in line with statutory requirements in force at the relevant time.

21.3. Full details of the College's arrangements and notification procedures are set out in the Special Leave Policy, available via the Human Resources intranet page.

22. Grievances

22.1. If you have a grievance relating to your employment, you are entitled to invoke the Corporation's Grievance Procedure which is available from the Human Resources Department.

23. Disciplinary Procedure

23.1. The Corporation expects reasonable standards of performance and conduct from its employees. Details of its disciplinary rules and Disciplinary Procedure are available from the Human Resources Department.

24. Disclosure and Barring Service

- 24.1. Assignments may involve contact with children under the age of 18 or vulnerable adults. You will be required to obtain an Enhanced Disclosure from the DBS if you are accepted onto the Supply Pool.
- 24.2. The fee for this check is £61.85, which is the fee charged to the College, therefore no profit is made by New College Durham. Without this fee we will be unable to complete the DBS check, and your registration will not continue.
- 24.3. If you already hold an Enhanced Disclosure certificate and are registered with the update service, the College will accept this certificate after carrying out a status check (with your written consent) of the certificate.

25. Background employment checks and Criminal Acts

- 25.1. It is a condition of engagement that you satisfy the College's safeguarding and suitability requirements, including those relating to Disclosure and Barring Service (DBS) checks.
- 25.2. You must immediately inform the College if, at any time, you:
- are charged with or convicted of a criminal offence;
 - become subject to any criminal investigation relevant to your suitability for work;
 - are included on a barred list;
 - become subject to a Criminal Behaviour Order, injunction, or similar restriction;
 - become subject to any prohibition, restriction, or disqualification affecting your right to work in education.
- 25.3. Disclosure will be handled in accordance with College procedures. Each case will be considered on its merits, taking into account the nature of the circumstances and relevance to the role.

26. Immigration, Asylum and Nationality Act 2006

- 26.1. In line with section 15 of the Immigration, Asylum and Nationality Act 2006, all employers in the United Kingdom are required to make basic document checks on every person they intend to employ. It is essential that these document checks take place prior to consideration of any assignments.

27. Safeguarding Vulnerable Groups Act 2006

- 27.1. In line with the Safeguarding Vulnerable Groups Act 2006 it is a requirement that we hold a complete record on all individuals employed at New College Durham. It is essential that the College can demonstrate they have carried out robust and accurate checks on all its Supply Pool staff to ensure the safety of its students.

28. Exclusivity of Service

- 28.1. Subject to the terms set out within this document, you are free to accept employment or work on a self-employed basis for any other employer or agency. However, on accepting an assignment at New College Durham Supply Pool you are required to devote your full attention and abilities to the agreed duties during the scheduled working hours agreed and to act in the best interest of the Corporation at all times.

29. Record Keeping

- 29.1. You are required to keep accurate records of all assignments carried out. Where the assignment requires you to maintain records of student attendance, or where you are involved in student assessment, these records must be made available to the College. Additionally, you must comply with any requirements regarding personal time keeping as set out by the College.

30. Quality

- 30.1. You are required to ensure that any work carried out as part of the assignment meets the best-recognised professional practice. You must maintain the highest standards and quality of work by ensuring that the College's policies for quality management and control are observed and implemented within all assignments undertaken.

31. Collective Agreements

- 31.1. There are no collective agreements which directly affect these terms and conditions.

32. Copyright and Confidentiality

- 32.1. Where an assignment specifically requires the production of materials for use by New College Durham, e.g., preparation of a new course, copyright of those materials will belong to the College. These materials must not be used in any way without the prior written permission of the College.
- 32.2. You shall not either during any assignment (except in the proper performance of your duties) nor at any time after its termination, use for your own purposes (or for any purposes other than those of the Corporation) or divulge to any person, corporation, company or other organisation whatsoever any confidential information belonging to the Corporation or to any Subsidiary or relating to its or their affairs or dealings which may come to your knowledge during your employment. This restriction shall cease to apply to any information or knowledge which may come into the public domain after the termination of either an assignment or your participation on the register, other than as a result of unauthorised disclosure by you or by any third party.
- 32.3. Confidential information shall include (but shall not be limited to) the following:
- 32.4. Information concerning the services offered or provided by the Corporation or any

Subsidiary including the names of any persons, companies or other organisations to whom such services are provided, their requirements and the terms upon which services are provided to them (save that such information shall not be regarded as confidential once it has been published in any prospectus or other document which is available to members of the public);

32.5. The Corporation's marketing strategies and business plans or those of any Subsidiary;

- any information relating to a proposed reorganisation, expansion or contraction of the Corporation's activities (or those of any Subsidiary) including any such proposal which also involves the activities of any other corporation or organisation;
- financial information relating to the Corporation or any Subsidiary (save to the extent that such information is included in published audited accounts);
- details of employees/Supply Pool staff of the Corporation or any Subsidiary, the remuneration and other benefits paid to them and their experience, skills and aptitudes;
- any information which you have been told is confidential or which you might reasonably expect to be confidential.
- any information which has been given to the Corporation or any Subsidiary in confidence by students or other persons, companies or organisations.

32.6. Notwithstanding the above, the Corporation affirms that academic staff and academic Supply Pool staff have freedom within the law to question and test received wisdom relating to academic matters, and to put forward new ideas and controversial or unpopular opinions about academic matters without placing themselves in jeopardy or losing the jobs and privileges they have at the College.

32.7. All records, documents and other papers (together with any copies or extracts thereof) made or acquired by you in the course of any assignment will be the property of the Corporation and must be returned to it on the termination of your employment.

33. Change in personal details

33.1. You are required to keep Human Resources informed of any changes to personal details. Failure to keep the details up to date may result in either being removed from the Supply Pool or assignments not being offered.

34. Motor Insurance

34.1. Some assignments may require you to utilise your own vehicle during work. You should ensure that your motor insurance policy covers you for business use. A copy of your current insurance certificate must be submitted to the Payroll Department of New College Durham.

35. Removal of Name from Database

35.1. The following is a non-exhaustive list of types of conduct that entitle New College Durham Supply Pool to remove your details from the database and terminate forthwith any assignments in which you may be engaged:

- Falsifying reports or other forms or returns to New College Durham Supply Pool.
- Failure to teach agreed classes or lectures.
- Failure to meet required quality standards notified to you at the time the assignment is agreed.
- Unprofessional conduct.

35.2. If an assignment is terminated before it has been completed in these or similar circumstances, New College Durham Supply Pool is released from any obligation to pay any sum relation to the period after termination takes effect and reserves the right to withhold payment for any outstanding sum due at the date of termination.

36. Redundancy

36.1. Nothing in these terms shall be taken as guaranteeing continuity of employment. Statutory rights relating to redundancy will apply only where the relevant legal qualifying conditions are satisfied.

37. Notice

37.1. The College reserves the right to terminate assignments with a minimum of one week's notice where reasonably practicable.

37.2. Payment will be made for hours satisfactorily completed up to the termination date. No payment will be made for any period following termination unless otherwise required by law.

37.3. Likewise, if you wish to terminate your employment with the Supply Pool, you are required to give the College One weeks' notice of termination in writing.

38. Existing College Staff Registering with the Supply Pool

38.1. Existing College staff may register with the Supply Pool on the condition that any supply pool work undertaken is not detrimental to their existing contract or undertaken at the same time as commitments agreed to under the existing contract.

38.2. Please note that upon leaving the College (whether by redundancy/retirement etc), staff can return on the Supply Pool after a break in service (which should be for the minimum requirement for a break in service under employment legislation, which is currently a minimum of 9 calendar days which must include at least two weekends). No further/new assignments can be processed during the break period, unless prior permission from

Elaine Bonham, Executive Director of Human Resources and Corporate Services), has been granted.