1. INTRODUCTION

1.1 This forms the basis for the Conditions of Service for overseas contracted employees working for SRS Dubai, United Arab Emirates, hereafter referred to as the School, and forms part of the Contract of Employment. This contract is not negotiable.

1.2 It is important that everyone considering a position should read carefully and understand the contents of the contract and the Letter of Offer, before acceptance. If there are any questions about any part of the contract, the prospective employee should contact the Management.

2. DUTIES

2.1 The employee will be required to work 8 hours a day and to undertake the duties pertinent to his/her appointment.

2.2 In addition to these duties the employee will be expected to participate in extra-curricular activities and responsibilities of the teaching profession, including staff meetings, parents evenings, open day, examination invigilation, INSET, cover of short term absence whenever requested by the Principal. Staff are also expected to participate fully whenever the School is involved in wider community activities.

3. DAY / HOURS OF WORK

3.1 The teaching year consists of up to 185 teaching days, 7 training days before the term starts. Contracted days are usually taken in the period from 1st September and the start of the student term. The Principal will define the School calendar, including non-student days and hours in the workday. The Government of the UAE or Ministry of Education will authorize this calendar.

3.2 The normal working week is from Sunday to Thursday (inclusive).

3.3 All teachers are required to commit to a minimum of one approved extra-curricular activity per week. The nature of the activity is to be by agreement of the Principal.
4. REMUNERATION

4.1 The School endeavors to ensure to review its remuneration on a regular basis.

4.2 The salary agreed in the employee’s Letter of Offer is divided into 12 (Twelve) equal parts and paid monthly in UAE Dirhams.

4.3 Payment for the months of June and July will be paid at the end of June and July respectively.

4.4 The balance leave salary for the month of August, will be paid on the commencement of the new academic year and will be deposited in the teacher’s account by September 1.

4.5 Should employment commence throughout the course of the academic year, salary will be paid on a calendar month basis. Summer holiday payment will be pro-rata.

4.6 Deductions from salary for unpaid absence are calculated at the end of each month.

4.7 At the conclusion of the employee’s agreed contractual period in the UAE an end of service benefit payment / gratuity will be made in accordance with UAE Labour laws. The gratuity will be calculated as follows:

a. 21 days' basic salary for each year of the first 5 years of service
b. 30 days' basic salary for each academic year after 5 years of service
c. The end of contract gratuity will be paid on the basic salary, not including the allowances.

4.8 The school has a policy of no salary advances.

5. BANKING

5.1 The employee is required to open a bank account in Dubai Islamic Bank to which the School will remit salary and other sums. (Details of the procedure to be followed to open a bank account and on related money matters may be obtained from the Accounts Officer)

6. ACCOMODATION

6.1 During the period of employment the employee will be provided with free of charge hard furnished accommodation (please refer to annexure for the list of hard furnishings provided) or a house rent allowance (HRA) as agreed by the school within the offer letter. If the accommodation offered exceeds the agreed allowance, the employee is liable for the difference. Light, heat and water utilities, and telephone costs will be met by the employee.

6.2 The employee is liable for payment / renewal of residence furniture and appliances if damage is beyond normal wear and tear.

6.3 Only married couples and visiting close relatives are allowed to share staff accommodation.
7. LEAVE

7.1 As per Ministry of Education rules, Teaching staff in schools are entitled to 60 days annual summer leave. In addition they are also entitled for 14 days leave in the mid-year holiday.

7.2 Sick Leave:

The employee shall not be entitled to paid sick leave during the probationary period.

These conditions are in accordance with the U.A.E. Labour Laws. A ‘DOHM’ medical certificate is compulsory as proof of illness for all absences of more than one day.

7.3 Compassionate Leave:

In matters of a compassionate nature, Compassionate leave may be granted (no. of days will be based on the school policy), i.e. serious illness or bereavement in the immediate family (spouse, children, parents and parents of spouse) if authorized by the Management. All applications should be confirmed in writing. Extensions to bereavement leave will be considered as authorized leave without pay.

7.4 Emergency Leave:

All members of staff will complete a prescribed form when requesting emergency leave. Management will make a decision whether it will be paid or unpaid. No emergency leave can be taken on any day prior to a holiday / public holiday, except in the case of bereavement. If emergency leave is taken before or after a public holiday or regular day off then the public holiday will be taken as an absent day.

7.5 Maternity leave:

As per the UAE Labour Law, a female employee shall be entitled to maternity leave for 45 days including the period preceding and the period following her confinement, provided she has been in her employer’s service for a continuous period of not less than one year. If the above said period of service has not been completed, she shall be entitled to maternity leave with half pay.

7.6 In Service Training Courses, Conferences and Educational Visits:

Paid or unpaid leave may be granted for the attendance of an employee on an approved In Service Training course that can be demonstrated as being of benefit to the School.

7.7 Leave for Other Purposes:

Leave may be granted at the discretion of the School Management in exceptional unforeseen circumstances. Such leave will normally be unpaid and of short duration. The granting of such leave will take into account the employee’s attendance record, length of service and general contribution to the running of the School.
7.8 Part Day Leave of Absence:

Absence for part of a working day that has not been approved by the Principal will incur the automatic deduction of 1 (One) full days’ pay.

7.9 Notification of Absence Due to Sickness:

Absence due to sickness should be notified to the Management not later than 6.45 am on the day of absence in order that alternate teaching/administrative arrangements may be made. Paid sick leave may be denied if this procedure is not followed. Likewise, the intention to return to work should be notified to the appropriate authority at the earliest opportunity.

8. MEDICAL

8.1 Before being accepted for employment with the School the prospective employee will be required to provide a medical certificate confirming his/her fitness to work.

8.2 Occupational accidents must be reported immediately to the School Nurse.

9. INSURANCE

9.1 The school vehicle insurance covers employees only traveling in school vehicles.

9.2 The school's insurance covers only items owned by the School. Insurance of personal effect of the employee located in the school is the responsibility of the employee.

10. ALLOWANCES

10.1 Ticket Allowance

All employees will receive an annual ticket allowance of Dhs 3,000 as per the Offer of Employment letter. This will be paid in two instalments – Dhs 1,500 included in August salary (payable 3 September) and Dhs 1,500 included in January salary (payable 3 February).
11. IN SERVICE TRAINING COURSES

The School is committed to developing the professional skills of its staff and actively encourages employees to keep abreast of current developments in the profession. The cost of the course / accommodation fees will be paid in part or full for authorized course attendance. Application to attend courses, either during or outside of term time, should be in writing, notifying details of the course and cost involved. Claims for traveling expenses should be submitted to the Principal for approval, with the application to attend the course. Non-approved costs will not be borne by the School. You will also be required to attend specific courses and training programme as arranged by the Principal. These may take place outside of the normal working week.

12. LAWS AND CUSTOMS OF THE UNITED ARAB EMIRATES

12.1 The employee is to pay due respect to the civil and religious institutions and customs of the United Arab Emirates. The employee shall not take part in any political activity prejudicial to the interests of the School.

13. CONFIDENTIALITY OF INFORMATION

13.1 All matters affecting the running of the School are to be regarded by the employee as strictly confidential. (Article 120, U.A.E. Labour Laws).

13.2 The employee has to be 21 years old or over at the time of signing the contract for this agreement to be legal. The agreement shall be, as far as time, place and of work are concerned, limited to what is necessary to protect the legal interests of the employer.

14. SMOKING POLICY

SRS is a no smoking zone. Employees are not permitted to smoke in school buildings or on school grounds where they might be seen smoking by pupils.

15. DOCUMENTATION

The employee is required to furnish the School with authenticated evidence of degrees, certificates, diplomas, references, testimonials, letters of services etc. The authentication process is the subject of a separate document.

All clauses in this contract are subject to United Arab Emirates Labour Law, please make yourself aware of them.
16. TERMINATION

16.1 The first 3 months/90 days of the employment period shall be considered as probation, according to the U.A.E. Labour Law Article 37. The same employer may not appoint an employee under probation more than once. If the employee passes the probationary period successfully and continues to work, that period shall be calculated as part of the service.

16.2 This contract is for a specified period and is subject to the U.A.E. Labour Law. This contract is for a **TWO** year period, renewable thereafter and will not normally come to an end before completion of that period. However, should circumstances outside the School's control make it necessary, the contract may be terminated immediately.

16.3 In the following circumstances the School Management may summarily dismiss the employee, at any time:

(i) If the employee commits an assault or otherwise intentionally causes injury to a pupil or another employee.

(ii) If the School Management has reasonable grounds for believing that the employee is party to any criminal or dishonest act.

(iii) If the employee conducts himself / herself in any manner liable to affect adversely the reputation of the School.

(iv) If the employee is found to have misrepresented or withheld any relevant information in seeking to obtain employment with the School.

(v) The School reasonably believes that you have committed any serious breach repeated after warning or are guilty of a continuing breach of any of the terms of this agreement.

(vi) The School reasonably believes that you are guilty of any gross misconduct or neglect in the discharge of your duties under this agreement.

(vii) The School reasonably believes that you are guilty of any fraud, dishonesty or conduct tending to bring yourself or the School or Group into disrepute.

16.4 In the event of termination under clause 16.3, the School shall not be obliged to make any further payment to you except, any salary accrued on the date of termination.

16.5 Upon termination of the appointment, you will immediately return to the School all, correspondence, documents, memorandums, notes, records (which may be contained in electronic media or other forms of computer storage), videos, tapes and any project reports, school photographs, which may be under your possession or control.

16.6 You expressly agree that the School may make deductions from salary or other payments due on the termination of or during the appointment to reimburse the school against any liability of or incurred by you to the school including but not limited to loans, advances, relocation expenses, excess holiday payments, the cost of repairing any
damage or loss to school property and any loss suffered as a result of any negligence or breach of duty by you.

16.7 The School Management may suspend the employee from duty pending a decision as to summary dismissal. Written notice will be given to the employee of such suspension and the employee will continue to be paid his/her salary during this period.

16.8 If the employee fails to fulfill competently any of the fundamental obligations arising under his/her Contract of Employment, or otherwise fails to obey legitimate instructions, the Disciplinary Procedure will be applied.

Signature of this contract indicates acceptance of the conditions of this procedure.

16.9 Should the employee leave his/her employment he/she will be eligible for the entitlements specified under Article 137 of the U.A.E. Labour Laws, unless the contract is terminated by the School Management under Sections 16.3.

16.10 Should the employee leave his/her employment before completion of the contract he/she will not be eligible for the entitlements including gratuity, flights which would otherwise have accrued. The School may also deduct from the employee's final salary such costs that it has incurred, eg pro-rata medical card, visa costs, recruitment costs etc.

17. NOTICE OF TERMINATION

17.1 The employee, must give a minimum of sixty days notice, in writing, of the intention to terminate the contract. SRS can terminate the contract immediately with one months payment of salary as per the UAE Labour Laws.

17.2 Notice is calculated on the basis of sixty days exclusive of summer and winter breaks.

18. CONTRACT RENEWAL

18.1 Notice of non-renewal of contract will be given one month prior to expiry of contract, if the School Management decides not to re-employ the member of the staff.
19. TERMS OF THE APPOINTMENT

NAME: 

POSITION: 

The appointment shall commence on the and shall continue for a period of years until.

The Employee agrees to work as a Teacher in consideration of Dhs as a gross monthly salary, which shall be payable monthly in arrears in accordance with the school's payroll procedures as set out in the contract.

Furnished accommodation with basic hard furnishings as provided by the School

Other benefits are outlined in the Offer of Employment letter.

I have read, understand and agree to the detailed Job Description for this post.

Signed: _____________________________ Date: ________________
(Principal)

Signed: _____________________________ Date: ________________
(Staff Employee)