



## **Staff Procedures Policy**

**2018-19**

<b>Date</b>	<b>Review Date</b>	<b>Coordinator</b>	<b>Nominated Governor</b>
<b>March 2018</b>	<b>March 2019</b>	<b>Gianna Colizza</b>	

## **PERSONNEL POLICIES & PROCEDURES (p.1)**

1. **EMPLOYEE RELATIONS**
2. **PROBATIONARY PERIODS**
3. **APPRAISAL & PERFORMANCE REVIEW**
4. **EQUALITY & DIGNITY AT WORK POLICY**
5. **CAPABILITY PROCEDURE**
6. **DISCIPLINARY PROCEDURE**
7. **GRIEVANCE PROCEDURE**
8. **RETIREMENT POLICY**
9. **TIME OFF FOR TRAINING POLICY**
10. **SICKNESS ABSENCE POLICY**
11. **REQUESTS FOR LEAVE OF ABSENCE DURING TERM-TIME**
12. **COMPASSIONATE LEAVE**
13. **TIME OFF FOR MEDICAL APPOINTMENTS**
14. **JURY SERVICE**

## **FAMILY FRIENDLY POLICIES (p.19)**

1. **MATERNITY LEAVE AND PAY POLICY**
2. **PATERNITY LEAVE**
3. **ADOPTION LEAVE & PAY**
4. **SHARED PARENTAL LEAVE**
5. **ORDINARY PARENTAL LEAVE**
6. **EMERGENCY TIME OFF FOR DEPENDANTS**
7. **FLEXIBLE WORKING**

### **1. EMPLOYEE RELATIONS**

The School places great value on good working relationships between employer and employee and between employees. Efforts are continuously directed towards maintaining a constructive relationship and finding mutually acceptable solutions to workplace problems and issues. To this end the following basic principles apply:

- Achieve high performance standards by encouraging employee commitment and teamwork, and promoting an attitude of trust.
- Maintain a work environment in which the personal dignity of each individual is respected and discrimination and harassment are not tolerated.
- Provide employment conditions that are competitive.
- Communicate regularly with employees about the School's objectives, achievements and significant developments.
- Recognise the right of every employee to present a complaint, to appeal against a decision and to receive a response within a reasonable time.

Many employers set out detailed disciplinary rules which apply to employees. Notwithstanding this, we have attempted to keep such rules to a minimum to demonstrate trust in our staff and confidence that normal standards of behaviour will prevail through self-discipline rather than through a rigid application of rules.

The rules we do have, therefore, are for a practical purpose and are in addition to the expectations which society has regarding acceptable behaviour. The aim is to promote efficient and safe working.

### **2. PROBATIONARY PERIODS**

All new employees continued employment is subject to a probation period. The length of your probationary period is specified in your offer of appointment letter.

During your probationary period, you will be required to demonstrate your suitability for the position for which you are employed. To this end, your progress will be monitored on a regular basis and it is likely that your Line Manager will invite you to more than one review meeting during this time. There may also be other conditions of appointment set out in your offer letter and/or contract of employment.

Your probationary period may be extended at the School's discretion and this is without prejudice to our right to terminate your employment before the expiry of the probationary period. During the probationary period, the normal disciplinary procedures do not apply.

If it is determined that you have successfully completed your probationary period, we will confirm in writing that it has ended.

### **3. APPRAISAL & PERFORMANCE REVIEW**

We recognise that our employees are the most important and valuable resource and that the success of the School in achieving its aims and objectives and declared plans will be through your effort and work.

Staff appraisal is one way of developing individuals and focusing their efforts in line with the School's plans and objectives. 3 times per year, you will be requested to attend an appraisal meeting in order that you may constructively discuss your role, performance, objectives and training and development needs with your Line Manager.

Openness and self-assessment are essential features of the appraisal process and you are encouraged to participate fully in order to realise the benefits that the appraisal process provides.

### **4. EQUALITY & DIGNITY AT WORK POLICY**

The School is committed to achieving a working environment which provides equality of opportunity and freedom from unlawful discrimination on the grounds of:-

'race, sex, pregnancy and maternity, marital or civil partnership status, gender reassignment, disability, religion or beliefs, age or sexual orientation'.

These are known as 'protected characteristics'.

Discrimination is unequal or different treatment which leads to one person being treated more or less favourably than others are, or would be, treated in the same or similar circumstances because of the protected characteristics listed above.

This Policy aims to remove unfair or discriminatory practices within the School and to encourage a full contribution from its diverse community. We are committed to actively opposing all forms of discrimination.

The School will also take all reasonable steps to employ, train and promote employees on the basis of their experience, abilities and qualifications without regard to any of the protected characteristics listed above. We will also take all reasonable steps to provide a work environment in which all employees and workers are treated with respect and dignity and that is free of harassment.

Harassment may take the form of unwanted behaviour or conduct which is related to a relevant protected characteristic which is perceived as affecting an employee's dignity at work. It may also take the form of unwanted behaviour or conduct towards someone based on their appearance or other personal characteristics which is perceived as affecting their dignity at work. It is not only unwanted physical contact, assault or propositions; it includes suggestive remarks or gestures, pin-ups, graffiti, offensive comments, joke and banter.

Harassment may include bullying, intimidating behaviour, persistent teasing or constant unfounded criticism of the performance of work tasks, unfair allocation of work and responsibilities, or exclusion from normal work place conversation. It may be directed toward one individual or a group. A single incident can amount to harassment if sufficiently grave.

The School will not condone any form of harassment, whether engaged in by employees or by outside third parties who do business with the School, such as parents, clients, contractors and suppliers.

All employees have a duty to co-operate with this policy to ensure that it is effective in ensuring equal opportunities and in preventing discrimination, harassment or bullying. Action will be taken under the School's disciplinary procedure against any employee who is found to have engaged in or committed an act of improper or unlawful discrimination, harassment, bullying or intimidation. Serious breaches of this policy will be treated as gross misconduct and could result in summary dismissal.

Employees are advised that they can be held personally liable for any act of unlawful discrimination. Employees who commit serious acts of harassment may also be guilty of a criminal offence.

Ignorance is not a defence – if you should become aware of any suspected discriminatory acts or practices or suspected harassment, you must advise your Line Manager immediately so that investigations may proceed and any action taken expeditiously.

## **Monitoring**

To ensure that this policy is operating effectively, the School records details of employees' age, racial origins, gender and disability.

Ongoing monitoring and regular analysis of such records provide the basis for appropriate action to eliminate unlawful direct and indirect discrimination and promote the equality of opportunity.

The School's long-term aim is that the composition of our workforce should reflect that of the community. Where appropriate, targets will be set for groups in the community that are identified as being underrepresented in the workforce. Where necessary, special steps - as permitted by the relevant Acts of Parliament - will be taken to help disadvantaged and/or underrepresented groups to compete for jobs on a genuine basis of equality.

## **Procedure**

- If you consider that you have been subject to discrimination in any form, you should inform the Headteacher.
- If you consider that you have been the recipient of unwanted conduct amounting to harassment, it is open to you to try to resolve the problem informally with the other

person, either face-to-face or in writing. If this is not appropriate, or has not been successful, you may raise a grievance in accordance with the School's procedures. All such grievances will be dealt with sensitively and in confidence as far as is reasonably practicable to progress the complaint.

- The School will seek to ensure that you are not in any way penalised whether directly or indirectly for bringing a complaint and the situation will continue to be monitored to ensure that the harassment has ceased.
- False or malicious accusations will be treated as a disciplinary offence. Retaliation against a member of staff who complains about harassment can expect to lead to disciplinary action against those involved.

## **5. CAPABILITY PROCEDURE**

You are advised that this procedure does not form part of your contract of employment except to the extent required by law. This procedure does not apply to allegations of abuse against a member of staff; the School's Safeguarding Policy shall always apply in such instances.

### **INTRODUCTION**

#### **Status**

The School will follow a fair and effective procedure where your capability is in question. The School is not obliged to follow the procedure in every instance. There may be occasions when the School considers it appropriate to change or omit parts of the procedure. If the School amends the procedure, you will be given advance notice of the amendments.

#### **Conduct**

This procedure does not apply to misconduct, or to incompetence, incapability (ill health) or other poor performance that is attributable to misconduct.

### **THE PROCEDURE**

#### **Investigation**

As a first step, any capability issue will normally be investigated. If, after investigating the matter, it appears that there are no reasonable grounds for concern, you will be informed and, if relevant, allowed to return to work as normal.

#### **Next stage**

If it is considered necessary to take formal action in respect of issues relating to your performance, a Capability Meeting will be held. You will be given at least 48 hours advance notice of the Capability Meeting and will be told, in writing, the purpose of it and the nature of the concern. The notice will also outline your right to be accompanied, possible outcome and provide any relevant documentation.

#### **Right to be accompanied**

You can make a reasonable request to be accompanied to the Capability Meeting by a colleague or trade union official of your choice who may advise you and make a statement to the Capability Meeting.

#### **The Capability Meeting**

Your Line Manager will usually conduct the Capability Meeting unless he/she has investigated the matter. You will be able to ask questions and put forward your point of view. The meeting will address your performance and discuss any measures needed to correct and improve this. Whenever possible the School will offer reasonable assistance and time to help you improve.

The following will be considered and discussed with you at the meeting:

- Concerns relating to your performance;
- Your response;
- The respects in which your performance has fallen short of the required standards;
- Suggestions as to any appropriate support/training/supervision which could improve your performance;
- The time in which performance must improve; and
- The likely consequence of further instances of poor performance or a failure to improve within a specified time.

## **ACTION**

### **Outcomes**

Following the Capability Meeting, the following steps may be taken:

*Verbal warning* - In the case of minor instances of poor performance you will be given a formal verbal warning, which will be recorded, and which will set out details of the poor performance and the time period for improvement.

*Written warning* - If you fail to improve within the time referred to in the verbal warning or you are found to have fallen short of the required standards in any other respect, you will be given a written warning, which will set out the details of poor performance and the time period for improvement.

*Final written warning* - If you fail to improve within the time referred to in the written warning or you are found to have fallen short of the required standard in any other respect, you will be given a final written warning which will set out the details of poor performance and the time period for improvement.

*Dismissal* - If you fail to improve within the time specified in the final written warning or you have fallen short of the required standards in any other respect, you may be dismissed immediately with notice.

### **Currency of warnings**

All written warnings issued following a Capability Meeting will remain in effect for a period of 12 months from the date of issue unless otherwise advised to you. Copies of such warnings will be placed on your personnel file. Verbal warnings will remain in effect for 6 months from the date of issue.

### **Summary Dismissal Action**

Where you have committed a single error due to gross negligence and the actual or potential consequences of that error are, or could be, extremely serious, the School may decide that

warnings may not be appropriate and in such circumstances, summary dismissal action may be taken.

## **APPEAL**

### **Right of appeal**

You have the right of appeal to an Appeal Panel against any sanction or warning imposed on you following the Capability Meeting. The Appeal Panel shall not include anyone involved in the Capability Meeting or investigation and may comprise of one or more persons.

### **Appeal procedure**

You should notify the Appeal Panel in writing within 5 working days of being notified of the warning or outcome, giving full details of why you wish to appeal. The Appeal Panel will arrange an appeal hearing with you as soon as reasonably practicable. There shall be no right to appeal from the decision of the Appeal Panel. The Appeal Panel will be entitled to reach a different conclusion and impose a different outcome than that imposed after the Capability Meeting. The Appeal Panel cannot increase the level of warning or sanction given by the original capability hearing. In certain circumstances, the Appeal Panel may order a full re-hearing of the case at appeal.

### **Communication of appeal decision**

When the Appeal Panel has made a decision, it will be communicated to you in writing as soon as practicable.

### **Employment status**

If an appeal is made against a dismissal decision, that dismissal decision will have immediate effect so that the period of notice began at the date given in the dismissal decision. If having been dismissed you are reinstated on appeal, your continuity of employment will be unaffected.

## **6. DISCIPLINARY PROCEDURE**

You are advised that this procedure does not form part of your contract of employment except to the extent required by law. This procedure does not apply to allegations of abuse against a member of staff; the School's Safeguarding Policy shall always apply in such instances.

## **INTRODUCTION**

### **Status**

The School is not obliged to follow this procedure in every instance. However, the School will follow a fair and effective procedure in the event that disciplinary action is necessary. There may be occasions when the School considers it appropriate to change or omit parts of the procedure. If the School amends the procedure, you will be given advance notice of the amendments.

### **Capability**

This procedure does not apply to incompetence, incapability or other poor performance unless this is attributable to misconduct.

## **THE INVESTIGATION STAGE**

### **Investigation**

As a first step, any disciplinary issue will be investigated. If, after investigating the matter, it appears that there are no reasonable grounds for concern, you will be informed and, if relevant, allowed to return to work as normal.

### **Suspension**

If the matter to be investigated is thought at any stage of the investigation to involve gross misconduct or it is in the interests of the School, a pupil, an employee or you, the School may immediately suspend you from work on full pay and benefits whilst the investigation proceeds. Suspension is not considered as a disciplinary action at this point and will be reviewed to ensure that it is not unnecessarily protracted.

### **Separation of roles**

The School may appoint a senior member of staff to carry out the investigation ("the Investigating Officer").

### **Preliminary interview**

As part of the investigation, the Investigating Officer may (if considered appropriate) undertake a preliminary interview with you. First of all, you will be advised of the nature of the complaint. Then you will be given the opportunity to state your case and submit any relevant documents.

## **THE DISCIPLINARY STAGE**

### **Completion of investigation**

If on completion of the investigation the Investigating Officer considers that it is necessary to take formal action in respect of the complaint, a disciplinary hearing will be arranged. You will be invited to attend and will be given at least 48 hours advance notice of the hearing. You will be told, in writing, the purpose of the hearing and the nature of the complaint. You will also be advised of the right to be accompanied, possible outcome and provided with the investigation report.

### **Right to be accompanied**

You can make a reasonable request to be accompanied by a colleague, or a trade union official of your choice may accompany you to the Disciplinary Hearing.

### **Witness statements**

If statements have been obtained from witnesses during the course of the investigation you will be given a copy of them. In certain circumstances, it may be necessary to preserve the anonymity of a witness or provide you with edited statements.

### **Disciplinary Panel**

The School may appoint a Disciplinary Panel to hear the matter. In appropriate circumstances, your Line Manager may hear the matter on his own unless he/she was the

Investigating Officer. The Investigating Officer shall not be a member of the Disciplinary Panel.

### **The Disciplinary Hearing**

The Disciplinary Panel will conduct the hearing. The Investigating Officer will be asked to report on his investigation. Both you and the Disciplinary Panel will be entitled to question the Investigating Officer and any witnesses. You will be entitled to give your explanation and answer the allegations that have been made and may be questioned by the Investigating Officer as well as by the Disciplinary Panel. You, the person accompanying you and the Investigating Officer will be given the opportunity to address the Disciplinary Panel. The person accompanying you does not have the right to respond directly to questions that are addressed to you but may give you advice on how you should respond.

### **Adjournment**

The Disciplinary Panel may adjourn the proceedings at any stage if this appears necessary or desirable. If adjourning for the purpose of enabling further information to be obtained, the Disciplinary Panel will specify the nature of that information. You may ask for an adjournment for the purpose of consulting the person accompanying you. Any adjournment will normally be for a specified period of time.

### **Decision making**

On completion of the hearing, the Disciplinary Panel will retire to consider the decision. Neither you, the person accompanying you, nor the Investigating Officer will be allowed to take part in nor be present during the Disciplinary Panel's deliberations.

### **Communication of decision**

When the Disciplinary Panel has made a decision, it will be communicated to you in writing as soon as practicable. If the complaint is upheld, you will be informed of the action to be taken, explanation of any penalty imposed and of the right to appeal against the decision.

If the decision has been taken to dismiss you, you will be informed as soon as reasonably practicable of the reasons for the dismissal, the date on which the contract between the parties will terminate, the appropriate period of notice (or pay in lieu of notice), as well as information regarding your right to appeal.

## **DISCIPLINARY ACTION**

### **Sanctions**

Depending upon the nature of any misconduct found to have been committed, any explanation given by you and any mitigating circumstances, the Disciplinary Panel may impose any of the following sanctions:

- A formal verbal warning
- A first written warning
- A final written warning
- Suspension without pay for a defined period
- Demotion
- Dismissal with or without notice

### **Currency of warnings**

A verbal warning will remain valid for a period of 6 months from the date the warning was given. A written warning will remain valid for a period of 12 months from the date the warning was given.

### **Gross misconduct**

Where there has been gross misconduct the Disciplinary Panel may dismiss without notice. You will be notified in writing of the reasons for your dismissal and informed of your right to appeal. Examples of what we consider to be gross misconduct are set out below:

- Indecent, violent or offensive behaviour whether committed at or outside work;
- Misuse of or deliberate damage to School property;
- Fraud, theft or dishonesty;
- Failing to follow a reasonable instruction;
- Being on duty whilst unfit due to the influence of drugs and/or alcohol;
- Bullying;
- Conduct (whether committed at or outside work) likely to damage the School's reputation;
- Breach of the School's Equality Policy;
- Disregarding health and safety rules/requirements and endangering yourself or others;
- Wilful neglect or refusal of duty;
- Misuse of confidential information;
- Bringing the School into disrepute;
- Offences related to drug abuse, sexual misconduct and the abuse of children including offences committed outside work;
- Any failure to notify the School of any new convictions, criminal investigations or charges that may impact upon the School's duty of care to pupils.

This list is not exhaustive.

## **APPEAL**

### **Right of appeal**

You have the right of appeal to an Appeal Panel against any penalty imposed by a Disciplinary Panel. The Appeal Panel shall not include any member of the Disciplinary Panel nor the Investigating Officer and may comprise of one or more persons.

### **Appeal procedure**

Such a right of appeal must be exercised in writing, within 5 working days of your being notified of the sanction, giving full details of why you wish to appeal. The notice should be sent to the Appeal Panel.

The Appeal Panel will arrange a review hearing or a re-hearing to take place as soon as reasonably practicable. The procedure at the Appeal Hearing shall be the same as that for the Disciplinary hearing, save that there will be no right of appeal from the decision of the Appeal Panel. Where new evidence arises during the appeal you, or your representative, will be given the opportunity to comment before any action is taken.

The Appeal Panel will be entitled to reach a different conclusion and impose a different sanction than that imposed by the Disciplinary Panel.

### **Communication of Appeal Decision**

When the Appeal Panel has made a decision, it will be communicated to you in writing as soon as practicable.

### **Employment status**

If an appeal is made against a dismissal decision, that dismissal decision will have immediate effect so that, if the dismissal is by notice, the period of notice will have begun at the date given in the dismissal decision. If summary dismissal without notice has been imposed, you will not be entitled to be paid for the period between that decision and the decision of your appeal unless you have been reinstated on appeal. If having been dismissed you are reinstated on appeal, your continuity of employment will be unaffected.

## **7. GRIEVANCE PROCEDURE**

You are advised that this procedure does not form part of your contract of employment, except to the extent required by law.

### **PURPOSE**

#### **Introduction**

If you have any grievance relating to any aspect of your employment you should endeavour to have it settled in accordance with this procedure. This procedure may not be appropriate for disciplinary or capability matters.

#### **Status**

Although this procedure is discretionary, the School will follow a fair and effective procedure in the event that you wish to raise a grievance. The School is not obliged to follow this procedure in every instance. There may be occasions when the School considers it appropriate to change or omit parts of the procedure. If the School amends the procedure, you will be given advance notice of the amendments. This procedure should also be followed where the grievance relates to bullying and or harassment and, in such cases, you may wish to talk to an HR representative regarding the process and any support you may require.

### **THE PROCEDURE**

#### **Raising your grievance**

Problems should be resolved fairly, promptly and as near as possible to the point of origin i.e. between the persons involved. Therefore, in the first instance you should raise the grievance orally and informally with any other person involved. If this is not appropriate or does not resolve your grievance you should raise it informally in discussion with your Line Manager.

If your grievance cannot be resolved informally, you should then raise it formally with your Line Manager. You may put your grievance in writing. If your grievance is against your Line Manager and you feel that you cannot raise it with them, then you should raise your grievance with the Head.

## **Investigating your grievance**

Your Line Manager should investigate your grievance by first inviting you to a grievance hearing. Your Line Manager will then normally speak to all the people involved and should consider possible solutions and implications. A meeting may normally be convened with you and any other people involved, especially if the grievance is contested, to discuss the grievance with a view to obtaining a resolution where relevant and agreed. The resolution or outcome of the investigation will be notified to you in writing as soon as reasonably practicable.

## **Right to be accompanied**

You can make a reasonable request to be accompanied to any meeting held to discuss your grievance by a colleague or trade union official of your choice who may advise you and make a statement to the meeting.

## **APPEAL**

### **Initiating an appeal**

If you are dissatisfied, you may appeal against the outcome by notifying the Appeal Panel (which may comprise of one or more persons) in writing within 5 working days, giving full details of why you wish to appeal. The Appeal Panel shall not include any persons involved in the original meetings or investigation.

### **Appeal procedure**

The Appeal Panel will arrange an appeal hearing with you as soon as reasonably practicable. The Appeal Panel will be provided with all documents relevant to the case and convene a hearing, if appropriate, which you may attend. You will have the right to give your point of view and you have the right to be accompanied to the appeal hearing as above.

### **The appeal decision**

The Appeal Panel's decision shall be final and shall be confirmed to you in writing as soon as practicable after it has been reached.

## **Disclosure**

All grievance proceedings and records will be kept confidential by the School unless there are statutory requirements to disclose such information.

## **Modified Grievance Procedure**

Where an employee raises a grievance having left the School then they may be offered the Modified Grievance Procedure where they will receive a written reply to their grievance (without hearing) and there is no right of appeal.

## **8. RETIREMENT POLICY**

Employees will not have an intended retirement date imposed on them by the School, unless the School can identify an objective business reason to meet a legitimate business aim.

It is important that we encourage openness with regard to the School's needs and employees' short and long-term future plans. With this in mind, from time to time your Line Manager may wish to discuss such matters with you. This will usually form part of the performance management cycle (appraisal) discussions, held with all employees on an annual basis.

When an employee chooses to retire, we ask that he/she advises their line manager in writing, giving as much notice as possible of their wishes in relation to retirement. Please note that as a minimum, this must be the period of notice stated in your contract of employment.

## **9. TIME OFF FOR TRAINING POLICY**

This policy is intended to provide guidance on your statutory entitlement to request time off for training. It does not form part of your contract of employment.

### **Entitlement**

Provided that you have been continuously employed by the School for 26 weeks, you have the statutory right to request time off from your core work duties to undertake training that you believe will improve your work performance and performance of the School (a 'Request'). You are advised that such training may sometimes be self-funded (i.e. not paid for by the School).

### **Request for training**

Your Request may include:

- an accredited training programme leading to the award of a recognised qualification;
- unaccredited training to help you develop specific skills in relation to your job role or the School.

Employees who wish to request time off for work can make one written request per year.

### **Payment for time spent training**

If your Request is agreed, the School will consider whether the time taken off to undertake the training in question will be paid or unpaid.

Requests to work flexibly in order to make up any working time lost will be considered but will always be governed by:

- the appropriateness of flexible working in relation to your job role; and
- statutory rules relating to working time and minimum wage.

### **Making a request**

Requests should be made in writing to the Head. If necessary, the School may ask you to supply additional information to support your request.

### **Consultation meeting**

Within 28 days of your Request being received by the School, the School shall either notify you in writing that your Request has been agreed or will arrange for you to attend a meeting to discuss your Request in further detail. The consultation meeting will usually be held by your Line Manager and/or Head.

## **Right to be accompanied**

You may be accompanied at the consultation meeting by either a fellow worker or a trade union representative.

## **Notification of decision**

The School will notify you in writing of the decision within 14 days of the consultation meeting. Where the School agrees to your Request, the School will also confirm the variation to your working hours, salary and the date that the variation will take effect. It is possible that the School will partially agree to any request. Where your request is not agreed, the School will also confirm the grounds for your refusal, explaining why the grounds apply in the circumstances and also confirm your right to appeal and set out the appeal procedure.

## **Your right to appeal**

If your Request is refused or partly-refused, you will have the right to appeal. Such an appeal must be exercised in writing within 14 days after the day the School's decision is given, giving full details of why you wish to appeal. Your notice of appeal must be dated and sent to the Appeal Panel. The Appeal Panel may consist of one or more persons and will not include any persons involved in the Consultation Meeting.

## **Appeal meeting**

The Appeal Panel will hold a meeting to discuss your appeal within 14 days of your notice of appeal being received, unless the School notifies you that they have upheld your appeal and specify the variation to your working hours, salary and the date that the variation will take effect. The appeal meeting will normally be held at the School during working hours, unless this is not convenient to either you or the School.

## **The right to be accompanied**

You may be accompanied at the appeal meeting by either a fellow worker or a trade union representative.

## **Notification of appeal decision**

The Appeal Panel will notify you in writing of its decision on your appeal within 14 days of the appeal meeting. Where your appeal is upheld, you will also be notified of the variation agreed to and the date from which it is to take effect. Where your appeal is dismissed, the Appeal Panel will state the grounds for refusal and explain why the grounds apply in the circumstances.

## **Withdrawal of Request**

You may withdraw your Request or your appeal at any time before the School reaches a decision by notifying the School orally or in writing. The School may regard your Request as withdrawn (and will notify you in writing as such) where:

- you have failed, without good reason, to attend a consultation meeting or appeal meeting more than once; or
- you have refused, without good reason, to provide the School with the information that is required to assess whether the Request should be agreed.

If your Request is withdrawn, it will still count as a Request for the purposes of this policy.

### **'Ignoring' earlier requests**

There are only 3 circumstances in which you, having submitted an earlier Request within a 12-month period, may ask the School to 'ignore' an earlier Request. These are: -

- where you did not undertake training that was agreed following a request because the training was cancelled (unless the cancellation was due to your own conduct in relation to the study/training); or
- where you failed to start the agreed training due to unforeseen circumstances beyond your control; or
- where you have mistakenly submitted an earlier Request before the 12-month period elapsed and you wish to withdraw the earlier application.

### **Grounds for refusal**

Your Request (and your appeal) may be refused where the School considers that one or more of the following grounds apply:

- the proposed study or training would not improve your effectiveness in the School;
- the proposed study or training would not improve the performance of the School;
- the Request would, if agreed, impose a burden of additional costs on the School;
- the Request would, if agreed, have a detrimental effect on the ability to meet the demands of parents or requirements of pupils;
- the School is unable to reorganise work among existing staff;
- the School is unable to recruit additional staff;
- the Request would, if agreed, result in a detrimental impact on the level of quality at the School;
- the Request would, if agreed, result in a detrimental impact on the level of performance at the School;
- the work available to be done during the periods that you propose to work under your Request would be insufficient;
- planned structural changes mean that the School cannot agree to your request.

### **Frequency of requests**

The School is not obliged to consider a Request under this policy where you have already made a Request within the last 12 months.

## **10. SICKNESS ABSENCE POLICY**

### **a) Absence reporting**

If you are ill, you should notify your Line Manager not later than 7am on the morning of your absence. For part-time staff, you should notify your Line Manager of your absence as soon as is reasonably practicable, though not later than one hour before your normal start time. For absences of more than one day you should contact your Line Manager on a daily basis unless otherwise agreed e.g. once a week.

In the event that you are not able to contact your Line Manager personally, you must make arrangements for a friend or relative to contact the School on your behalf. However, you will be expected to make contact with your Line Manager as soon as you are able. You are advised that emails are not an acceptable form of notification.

For all periods of sickness absence of half a day or longer, your line manager may require you to attend an interview on your return to work to discuss the reasons for your absence and, in particular, whether it was work-related and fill out a return to work form.

If you are admitted to hospital or a similar institution, then you will be required to provide the School with a statement on entry and on discharge in substitution of periodic statements.

In any event, you are required to keep the School regularly informed of your progress and of the likely period of your absence.

### **b) Certifying medical absences**

Self-certification is allowed for a maximum of seven days (including weekends) after which time a 'Statement of Fitness for Work' (Fit Note) must be provided.

Fit Notes should be sent directly to the Head. You must continue to submit such certification to cover your entire period of absence.

Please note that if you are absent either immediately before or after a period of pre-booked holiday, you may be asked to provide us with certification to cover your period of sickness absence.

If you submit a Fit Note which advises us that you 'may be fit for some work', we will meet with you to discuss the advice provided by your doctor. These discussions will have two possible outcomes: -

- Where we are able to facilitate suggested adjustments to enable a return to work, these will be confirmed to you in writing and your Line Manager will meet with you regularly to review your progress. Please note that in some circumstances (for instance where your working hours are reduced or duties are significantly changed) we reserve the right to review your pay arrangements accordingly.
- However, you are advised that the advice provided by your doctor is not binding on us as your employer. Whilst we will always endeavour to support a return to work, there may be occasions where we consider that the advice given is impracticable and we reserve the right to override such advice. We may also reject a return to work where we feel that there is a risk under our duty of care to ensure the health, safety and wellbeing of all individuals within the School (be that you, your colleagues or our pupils). In such instances, your Fit Note will be used as if your doctor has advised that 'you are not fit for work' and the relevant sick pay scheme and rules shall apply.

### **c) Medication**

You must seek medical advice if you are taking medication which may affect your ability to carry out your normal duties, especially if your role involves working with or caring for children. If you are at all unsure, you must discuss this with your Line Manager in the first instance.

Any medication that you may need to bring onto School premises must be securely stored at all times.

#### **d) Entitlement to sick pay**

You are advised to refer to your Employment Contract for details of your entitlement to sick pay.

#### **Qualifying for Statutory Sick Pay (SSP)**

SSP is paid to employees who are unable to work because of sickness and may be paid for up to a maximum of 28 weeks.

As set out by the Department for Work and Pensions, in order to qualify for SSP you must: -

- Be sick for at least 4 or more days in a row (including weekends and bank holidays). This is known as a Period of Incapacity for Work. No SSP is paid for the first three 'qualifying days' unless there is a 'linked period'.
- Earn, before tax and National Insurance, more than the current Lower Earnings Limit for National Insurance Contributions (NIC). The amount you need to earn is lower than the amount when you have to start paying NIC's or would start paying if you were treated as an employed earner.

Up to date information on SSP payment amounts and entitlement can be found on the DWP website, [www.dwp.gov.uk](http://www.dwp.gov.uk).

#### **e) Monitoring and absence management**

Levels of absence need to be contained because not only is everybody's work important but persistent absence places an undue load on your colleagues. With this in mind, absence is monitored regularly. Nevertheless, the School's approach as an employer, in cases of ill-health, will always be one of sympathy, compassion and understanding.

- Any staff whose frequency or length of absence is at an unacceptable level (whether certified or not) will be interviewed by their Line Manager and, if necessary, the Head.
- Such a review, where the record warrants it, may result in further review over a given period over which substantial improvement will be sought.
- Failure to attain and sustain the standard required, without justifiable reason, could result in disciplinary action being taken in accordance with the School's disciplinary procedure.

#### **f) Medical reports**

For long-term sickness absence, where there are health and safety concerns or frequent periods of sickness absence, the School may request a medical report from your GP or consultant or alternatively request that you visit a doctor selected by the School to undergo a medical examination. The cost of any such report or examination will be met by the School and you are required to co-operate in the obtaining and disclosure of all results and reports to the School. The School will only request you to undergo a medical examination where

reasonable to do so. A copy of any report produced will be made available to you in accordance with the current legislation relating to access to medical reports.

Persistent short-term sickness absence is, in the absence of any underlying medical condition or other reasonable excuse, a disciplinary matter and may be dealt with in accordance with the School's disciplinary procedure.

### **g) Fit for Work Scheme**

Fit for work (FfW) is a Government funded external scheme, intended to provide employees and employers with work-related health advice as well as referrals for occupational health assessments for employees who have reached, or whose doctor expects them to reach, 4 weeks of sickness absence.

Employees will normally be referred for FfW by his or her doctor, however the School may also request a referral for an occupational health assessment after the employee's 4th week of absence from work. We can only do this if your doctor hasn't already done so and provided that certain criteria is met. The FfW assessment will seek to identify all potential obstacles which might be preventing a return to work (including health, work and personal factors) and involve agreeing a plan to address each obstacle to enable a safe and sustained return to work.

If we are considering making a referral, we will always provide you with further details and seek your consent prior to doing so. Though a FfW assessment may provide all parties with support for a return to work, you are also advised that any such referral is not mandatory.

## **11. REQUESTS FOR LEAVE OF ABSENCE DURING TERM-TIME**

Please note that there is a presumption that Teaching staff will not be absent from work (whether paid or unpaid) during the time that school is in session, as advised from time to time on the Staff Term Dates calendar. For the avoidance of doubt this includes all INSET days, for which all teaching staff are required to attend regardless of status.

It is also important to note that if you need to be absent then you must first request leave from your line manager at the earliest practicable opportunity, clearly stating the reasons for, and length of the absence, and then wait for confirmation in writing that leave has been granted before making external commitments. Failure to do so may lead to disciplinary action.

## **12. COMPASSIONATE LEAVE**

Compassionate leave will be granted to all employees following the death of an immediate family member which is defined for the purpose of this policy as parents, children, partner, siblings, grandparents and grandchildren.

Up to three days paid compassionate leave may be taken in respect of an immediate family member. Additional time off or time off for family members who do not fall within the definition above is given at the sole discretion of the Head as there is a need to assess each case individually.

Wherever possible, the Head must approve any compassionate leave in advance. Please note that compassionate leave may be granted with or without pay at the sole discretion of the Head.

As with all other periods of leave, any compassionate leave taken will be recorded on the employee's record.

### **13. TIME OFF FOR MEDICAL APPOINTMENTS**

You are expected to arrange medical appointments outside of normal working hours wherever possible.

In the event that this is not possible, you should discuss the matter with your line manager and try to arrange appointments at times that cause least disruption to your work – usually at the start or end of the working day.

You may be asked to make up any working time lost and the School reserves the right to request written confirmation of appointments.

### **14. JURY SERVICE**

Jury service is an important personal civic duty which must ultimately be performed although it can be deferred. If you are summoned for Jury service, we will allow you to be absent from work but we do need to manage your absence. As above, please advise your line manager as soon as you receive a summons. This will enable us to assess the impact that your absence will have on the School and allow you time to request a deferral from the Court should one be needed.

Where absence on Jury service is planned in this way, the School will ensure that you are not financially disadvantaged (we will ask you to claim the daily allowance from the Court which will be set against your normal pay). However, where there has been an unreasonable delay in notifying your line manager of your summons, then the School will treat your absence as unpaid leave.

## **FAMILY FRIENDLY POLICIES**

### **1. MATERNITY LEAVE AND PAY POLICY**

All pregnant employees regardless of length of service or hours worked are entitled to take up to 52 weeks maternity leave, of which 26 weeks is Ordinary Maternity Leave and 26 weeks is Additional Maternity Leave. Additional Maternity Leave follows Ordinary Maternity Leave and there can be no gap between the two.

All pregnant employees must take a minimum of 2 weeks' maternity leave immediately following the birth. This is compulsory maternity leave.

You may start your maternity leave any time from the 11th week before the EWC, provided that you notify the School by the 15th week before the EWC, of: -

- the fact that you are pregnant;
- the date of the EWC;
- the intended start date of maternity leave;

and submit a Form MAT B1 which is a certificate from your GP or midwife confirming the EWC.

The School will reply to you within 28 days to inform you of the date by which you are expected to return to work if you take your full leave entitlement.

You can change the start date of your maternity leave providing you give the School 28 days' notice. If it is not reasonable practicable to give this much notice, for example if the baby is born early and leave must start early, then you do not have to give the above notice but should give the School as much notice as possible.

Maternity leave cannot start any earlier than 11 weeks before the EWC, unless the baby is born early and maternity leave starts automatically.

A pregnancy related illness during or after the 4th week before the EWC automatically triggers maternity leave.

#### **Statutory Maternity Pay (SMP)**

To qualify for SMP you must:

- be pregnant and have reached the start of the 11th week before the EWC or have had your baby by then;
- have been continuously employed for at least 26 weeks by the end of the Qualifying Week (which is the 15th week before the EWC);
- have had normal weekly earnings at a rate not less than the lower earnings limit for National Insurance contributions for a period of 8 weeks immediately preceding the Qualifying Week;
- have stopped actually working for the School;
- give 28 days' advance notice of your absence and submit Form MATB1.

The SMP period lasts for a maximum of 39 weeks.

There is no distinction between part-time and full-time employees for SMP purposes.

If you are entitled to SMP, you will receive 9/10ths of your usual salary for the first 6 weeks and the current weekly SMP rate, from time to time in force, for the remaining period, (usually 33 weeks) subject to the usual deductions.

If you earn less than the weekly SMP rate, you will receive SMP at 9/10ths of your salary for the whole 39-week period.

If you are entitled to maternity leave, you will be able to receive SMP for the 39 weeks that you are away from work, unless you return to work earlier in which case your entitlement to SMP will stop on your return.

If you do not qualify for SMP, you may be entitled to Maternity Allowance which is payable by the Department for Work and Pensions.

### **Return to Work**

If you wish return to work before the end of the full 52 weeks maternity leave, you must give the School at least 8 weeks' notice of your intention to return to work early. If you decide you would like to change the date of your return to work, you can do so providing you give the School at least 8 weeks' notice.

If you do not wish to return to work following your maternity leave you should provide the School with sufficient notice, and at least the amount of notice required by your contract of employment. If you confirm that you will not return to work after having the baby, you will still be entitled to 39 weeks' SMP if you qualify.

Maternity returnees are entitled to any salary increases or enhanced benefits that are introduced in their absence.

### **"Keeping in Touch Days"**

During the maternity leave period, the School may make reasonable contact with you. The School will keep you informed of promotion opportunities or information relevant to your job.

During the maternity leave period, by agreement with the School you may do up to ten days' work. These are known as Keeping in Touch days. You will be paid for any Keeping in Touch Days at a rate agreed with the School, in addition to any SMP. The type of work you may carry out will be a matter to be agreed between you and the School, and may include attending training or team meetings. Keeping in Touch days may not take place within two weeks after the baby is born.

Keeping in Touch days are not compulsory and you will not suffer any consequence if you decline the offer of a Keeping in Touch day. Similarly, you do not have a right to Keeping in Touch days and the School is under no obligation to agree to a Keeping in Touch day.

## **2. PATERNITY LEAVE**

If you are the biological father of a child, or the husband, civil partner or partner of the mother, or in any case have parental responsibility for a child's upbringing, you may be entitled to paternity leave.

You will only be entitled to paternity leave if you have worked continuously for the School for 26 weeks leading into the 15th week before the baby is due.

### **Paternity Leave**

If you are eligible, you can take 2 weeks paternity leave. To claim entitlement to paternity leave you will need to give the School notice, in the form of a certificate which can be

obtained from the Bursar, by no later than the 15th week before the baby is due. Providing false information on a certificate in order to claim paternity leave will be a disciplinary offence.

Paternity leave must be taken within 56 days of the birth (or, if the birth is early, any time between birth and 56 days after the date the baby is due). You can take either one week or two weeks, but not odd days. If two weeks are taken they must be consecutive. A maximum of two weeks' paternity leave is permitted per pregnancy, regardless of how many children are born.

You can change your mind about the date on which you want your paternity leave to start providing you tell the School at least 28 days in advance. If you are unable to give 28 days' notice, you should give the School as much notice as possible.

### **Paternity Pay**

If you take paternity leave in accordance with this policy, you will be eligible for Statutory Paternity Pay (SPP), provided your weekly earnings are over the lower earnings limit for National Insurance purposes.

If you are entitled to SPP, you will receive the current weekly rate from time to time in force or 90% of your average weekly earnings, whichever is the lower.

An employee who is not entitled to SPP may be entitled to Income Support from the Department of Work and Pensions.

### **General**

Normal terms and conditions of employment continue during paternity leave except for terms relating to salary.

There are a number of other related areas such as shared parental leave, ordinary parental leave, time off for dependants and the right to request flexible working. Please see separate policies for details.

You are entitled to return to the same job following paternity leave.

## **3. ADOPTION LEAVE & PAY**

The School follows the statutory provisions for adoption leave and pay. Information concerning adoption leave and pay entitlements may be obtained from the School Administrator.

## **4. SHARED PARENTAL LEAVE**

### **About this Policy**

This policy outlines the arrangements for shared parental leave and pay in relation to the birth of a child.

This policy applies to employees. It does not apply to agency workers or self-employed contractors. It should be read in conjunction with related areas such as maternity leave, adoption leave, ordinary parental leave, time off for dependants and flexible working. Please see separate policies for details.

This policy does not form part of any employee's contract of employment and may be amended it at any time.

### **Frequently used terms**

The definitions in this paragraph apply in this policy.

*EWC:* the Expected Week of Childbirth is the week, beginning on a Sunday, in which the doctor or midwife expects your child to be born.

*Parent:* one of two people who will share the main responsibility for the child's upbringing (and who may be either the mother, the father, or the mother's partner if not the father).

*Partner:* spouse, civil partner or someone living with another person in an enduring family relationship, but not a sibling, child, parent, grandparent, grandchild, aunt, uncle, niece or nephew.

*Qualifying Week:* the fifteenth week before the expected week of childbirth.

### **What is shared parental leave?**

Shared parental leave (SPL) is a form of leave available to working parents following the birth of a child.

SPL allows parents to take up to 52 weeks leave in total on the birth of a child. They may be able to take this leave at the same time or at different times.

### **Entitlement to SPL**

You are entitled to SPL in relation to the birth of a child if:

- you are the child's mother, and share the main responsibility for the care of the child with the child's father (or your partner, if the father is not your partner);
- you are the child's father and share the main responsibility for the care of the child with the child's mother; or
- you are the mother's partner and share the main responsibility for the care of the child with the mother (where the child's father does not share the main responsibility with the mother).

The following conditions must also be fulfilled:

- you must have at least 26 weeks continuous employment with the School by the end of the Qualifying Week, and still be employed by the School in the week before the leave is to be taken;
- the other parent must have worked (in an employed or self-employed capacity) in at least 26 of the 66 weeks before the EWC and had average weekly earnings of at least £30 during 13 of those weeks; and
- you and the other parent must give the necessary statutory notices and declarations as summarised below, including notice to end any maternity leave, statutory maternity pay (SMP) or maternity allowance (MA) periods.

The total amount of SPL available is 52 weeks, less the weeks spent by the child's mother on maternity leave (or the weeks in which the mother has been in receipt of SMP or MA if she is not entitled to maternity leave).

If you are the mother you cannot start SPL until after the compulsory maternity leave period, which lasts until two weeks after birth.

If you are the child's father or the mother's partner, you should consider using your two weeks' paternity leave before taking SPL. Once you start SPL you will lose any untaken paternity leave entitlement. SPL entitlement is additional to your paternity leave entitlement.

### **Opting in to shared parental leave and pay**

Not less than eight weeks before you intend your SPL to start, you must notify the School in writing by submitting the appropriate form (available from the School Administrator). You will need to let us know:

- your name and the name of the other parent;
- if you are the child's mother, the start and end dates of your maternity leave;
- if you are the child's father or the mother's partner, the start and end dates of the mother's maternity leave, or if she is not entitled to maternity leave, the start and end dates of any SMP or MA period;
- the total SPL available, which is 52 weeks minus the number of weeks' maternity leave, SMP or MA period taken or to be taken;
- how much of that will be allocated to you and how much to the other parent. (You can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
- if you are claiming statutory shared parental pay (ShPP), the total ShPP available, which is 39 weeks minus the number of weeks of the SMP or MA period taken or to be taken;
- how much of that will be allocated to you and how much to the other parent (you can change the allocation by giving the School at least eight weeks written notice, and you do not have to use your full allocation);
- an indication of the pattern of leave you are thinking of taking, including suggested start and end dates for each period of leave. This indication will not be binding at this stage, but please give as much information as you can about your future intentions; and
- declarations by you and the other parent that you meet the statutory conditions for entitlement to SPL and ShPP.

### **Ending maternity leave**

If you are the child's mother and are still on maternity leave, you must give the School at least eight weeks' written notice to end your maternity leave (a curtailment notice) before you can take SPL. The notice must state the date your maternity leave will end. You can give the notice before or after you give birth, but you cannot end your maternity leave until at least two weeks after birth.

At the same time as giving the curtailment notice, you must also give the School a notice to opt into the SPL scheme (see above) or written declaration that the child's father or your partner has given his or her employer an opt-in notice and that you have given the necessary declarations in that notice.

The other parent may be eligible to take SPL from their employer before your maternity leave ends, provided you have given the curtailment notice.

The curtailment notice is usually binding and cannot be revoked. You can only revoke a curtailment notice if maternity leave has not yet ended and one of the following applies:

- if you realise that neither you nor the other parent are in fact eligible for SPL or ShPP, you can revoke the curtailment notice in writing up to eight weeks after it was given;
- if you gave the curtailment notice before giving birth, you can revoke it in writing up to eight weeks after it was given, or up to six weeks after birth, whichever is later; or
- if the other parent has died.

Once you revoke a curtailment notice you cannot submit a second curtailment notice, unless the revocation was given in the circumstances outlined in bullet point two above. If you are the child's father or the mother's partner, you will only be able to take SPL once the mother has either:

- returned to work;
- given her employer a curtailment notice to end her maternity leave;
- given her employer a curtailment notice to end her SMP (if she is entitled to SMP but not maternity leave); or
- given a curtailment notice to the benefits office to end her MA (if she is not entitled to maternity leave or SMP).

### **Evidence of entitlement**

You must also provide on request:

- A copy of the birth certificate (or if you have not yet obtained a birth certificate, a signed declaration of the child's date and place of birth); and
- The name and address of the other parent's employer (or a declaration that they have no employer).

### **Notifying us of your SPL dates**

Having opted into the SPL system you will need to give a period of leave notice advising the School the start and end dates of your leave. In most cases this will be given at the same time as your opt-in notice, or it can be given later, as long as it is given at least eight weeks before the start of your leave. You must also state in your period of leave notice the dates on which you intend to claim ShPP, if applicable.

### **Continuous Leave**

If your period of leave notice gives dates for a single continuous block of SPL you will be entitled to take the leave set out in the notice.

You can give up to three period of leave notices. This may enable you to take up to three separate blocks of shared parental leave. In exceptional circumstances, we may agree to accept more than three period of leave notices.

### **Procedure for requesting split periods of SPL ("Discontinuous Leave")**

In general, a period of leave notice should set out a single continuous block of leave. In those circumstances, you will be entitled to take the leave set out in the notice as detailed above.

You may also submit a period of leave notice where the SPL is split into shorter periods (of at least a week) with periods of work in between ("Discontinuous Leave"). We may, in some cases, be willing to consider accommodating a period of Discontinuous Leave but it is best

to discuss this with your manager in advance of submitting any formal period of leave notices. This will give the School more time to consider the request and hopefully agree a pattern of leave with you from the start.

You must submit a period of leave notice for Discontinuous Leave, setting out the requested pattern of leave, at least eight weeks before the requested start date. If we are unable to agree to your request straight away, there will be a two-week discussion period. At the end of that period, we will confirm any agreed arrangements in writing. If we have not reached an agreement, you will be entitled to take the full amount of requested SPL as one continuous block, starting on the start date given in your notice (for example, if you requested three separate periods of four weeks each, you will be entitled to one 12-week period of leave).

Alternatively, you may:

- choose a new start date (which must be at least eight weeks after your original period of leave notice was given), and tell us within five days of the end of the two-week discussion period; or
- withdraw your period of leave notice within two days of the end of the two-week discussion period (in which case it will not be counted and you may submit a new one if you choose).

### **Changing the dates or cancelling your SPL**

You can cancel a period of leave by notifying the School in writing at least eight weeks before the start date in the period of leave notice.

You can change the dates for a period of leave by giving the School at least eight weeks' notice before the original start date and the new start date.

You do not need to give eight weeks' notice if you are changing the dates of the SPL because your child has been born earlier than the EWC, where you wanted to start your SPL a certain length of time (but not more than eight weeks) after the birth. In such cases please notify HR in writing of the change as soon as you can.

A notice to cancel or change a period of leave will count as one of your three period of leave notices, unless:

- the variation is a result of your child being born earlier or later than the EWC;
- the variation is at the School's request; or
- we agree otherwise.

### **Shared parental pay**

ShPP of up to 39 weeks (less any weeks of statutory maternity pay or adoption pay claimed by you or the other parent) may be available provided you have at least 26 weeks' continuous employment with the School at the end of the Qualifying Week and your average earnings are not less than the lower earnings limit set by the government each tax year. ShPP is paid at a rate set by the government each year.

### **Other terms during shared parental leave**

Your terms and conditions of employment remain in force during SPL, except for the terms relating to pay.

### **Keeping in touch**

We may make reasonable contact with you from time to time during your SPL although we will keep this to a minimum. This may include contacting you to discuss arrangements for your return to work.

You may ask or be asked to work (including attending training) on up to 20 "keeping in touch" days (KIT days) during your SPL. This is in addition to any KIT days that you may have taken during maternity leave. KIT days are not compulsory and must be discussed and agreed with your line manager.

You will be paid for any KIT day at a rate agreed with the School, in addition to any ShPP.

### **Returning to work**

If you want to end a period of SPL early, you must give the School eight weeks' prior notice of the return date. It is helpful if you give this notice in writing.

If you want to extend your SPL you must submit a new period of leave notice at least eight weeks before the date you were due to return to work, assuming you still have SPL entitlement remaining and have not already submitted three period of leave notices. If you are unable to request more SPL you may be able to request annual leave or ordinary parental leave, which will be subject to business need.

You are normally entitled to return to work in the position you held before starting SPL, and on the same terms of employment. However, if it is not reasonably practicable for us

to allow you to return into the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable, but only in the following circumstances:

- if your SPL and any maternity or paternity leave you have taken adds up to more than 26 weeks in total (whether or not taken consecutively); or
- if you took SPL consecutively with more than four weeks of ordinary parental leave (under our Parental Leave Policy).

If you want to change your hours or other working arrangements on return from SPL, you should make a request under our Flexible Working Policy. It is helpful if such requests are made as early as possible.

If you decide you do not want to return to work you should give notice of resignation in accordance with your contract.

## **5. ORDINARY PARENTAL LEAVE**

Staff with one year's service and a child (including adopted children) under the age of 18 are entitled to take ordinary parental leave.

You are entitled to a total of 18 weeks' leave. If twins are born, then each parent is entitled to 18 weeks' leave for each child.

You must give at least 21 days' written notice of your intention to take ordinary parental leave.

You have the right to take the leave until the child's 18th birthday.

The leave is unpaid.

Ordinary parental leave may only be taken in blocks or multiples of 1 week, up to a maximum of 4 weeks' leave in a year. Parents of disabled children can take leave in blocks or multiple blocks of 1 day.

The School may postpone leave for up to 6 months where the School considers that the employee's absence would be unduly disruptive. The School cannot postpone leave when an employee gives notice to take it immediately after the child is born or placed with the family for adoption or if a postponement of the requested leave would result in the leave being taken after the child's 18th birthday.

Employees will remain employed whilst on ordinary parental leave and will be entitled to receive all their normal benefits (other than pay).

The School may ask for evidence from an employee regarding ordinary parental leave entitlement.

## **6. EMERGENCY TIME OFF FOR DEPENDANTS**

This policy does not form part of your contract of employment.

### **Entitlement**

You are entitled to unpaid leave from work to cover emergencies and unforeseen situations. The School recognises the following as constituting an emergency and/or unforeseen situation entitling you to a period of leave:

- The sudden injury or illness of a dependant;
- The unexpected cancellation of childcare arrangements;
- The death of a dependant necessitating arrangements for and attendance at the funeral;
- The unexpected breakdown in care arrangements for a dependant;
- The birth of a child for whom you have parental responsibility.

### **Other reasons**

Any request for leave for a reason not included in the Entitlement clause above will be considered by the School.

### **Notice**

Whenever practicable, you will be required to request the leave of absence from your Line Manager giving at least 1 day of notice. Where this is not possible, you (or someone else on your behalf) should contact your Line Manager as soon as practically possible giving the reason for the absence and its likely duration.

### **Notification**

Where the absence lasts for more than 1 day, you are expected to notify the School before 7am each working day until your return to work.

## **Duration and payment of absence**

The School would not expect the absence to last more than 1 or 2 working days. In addition, the School would not expect more than one period of such absence in any two consecutive terms. Emergency leave for dependants is normally unpaid and any payment is at the discretion of the Head.

## **Abuse of entitlement**

The School may require explanation and evidence justifying your request for leave. Unauthorised absence or abuse of this policy may constitute gross misconduct and disciplinary action may be taken against you.

## **7. FLEXIBLE WORKING**

### **Entitlement**

All employees have the statutory right to request a change to one or more of the terms and conditions of employment referred as outlined in the Scope of a Request clause below (a "Request"), provided that he or she has been continuously employed by the School for 26 weeks.

Although you will not have the statutory right to make a request if you do not have 26 weeks of continuous service, the School may still consider a request to change one or more of the terms and conditions of employment in the Scope of a Request clause below. You should make your request in writing to the Head.

Applications will not be considered if you have made an application to work flexibly within the last 12 months.

Throughout this policy indicative timescales are given, however please note that it is the School's intention that all requests are considered and decided on within a period of three months from receipt of a request (including appeals). There may be occasions where an extension to this time period is necessary, but this will always be agreed in advance with the employee.

### **Scope of a Request**

Provided you are eligible you will be able to request a variety of different working pattern. For example:

- a change to the hours you work;
- a change to the times you are required to work; or
- to change your place of work.

This covers changes to working patterns, such as annualised hours, compressed hours, flexitime, home working, job-sharing, shift working, staggered hours and term-time working.

Applications for a change in working pattern need not always require a significant alteration. For example, a parent may wish to delay starting work by half an hour to take their child to school and make the time up later in the day.

### **The Procedure**

The procedure will be as follows:

- The initial onus will be on you to make a considered application in writing to the Head.
- You will only be able to make one application within a 12-month period and an accepted application will usually mean a permanent change to your own terms and conditions of employment. Therefore, it is important that you give careful consideration to your request, including any financial implications it might have on you if the new arrangements involve a drop in salary and any salary related benefits. Please note that there may be instances where both parties agree that a temporary arrangement is more suitable.
- Your application must set out:
  - Whether a previous application has been made and became effective and, if so, when.
  - What effect the change may have on the School and how this might be dealt with.
  - The reason(s) for your request. Although this is not statutorily required, the School ask for this information so that we can consider all of the facts prior to making a decision.
- If it is felt that your request can be granted immediately, then a meeting may not be necessary. If this is the case, we will inform you of this in writing.
- Otherwise, we will arrange to meet with you as soon as practicable, usually within 28 days. This will provide us with the opportunity to discuss your request. It will also provide an opportunity to consider other alternative working patterns should there be problems in accommodating the desired work pattern outlined in your application. You may, if you wish, bring a trade union representative or a work colleague to your meeting. If it is more appropriate, the Head may ask your Line Manager to meet with you.
- We will consider your request carefully against the following criteria:
  - Burden of additional cost
  - Inability to reorganise work amongst existing staff
  - Detrimental effect on our ability to meet school demands
  - Inability to recruit additional staff
  - Detrimental impact on quality
  - Detrimental impact on performance
  - Will there be enough work to do during the periods you want to work?
  - Planned structural changes.
- As soon as practicable, usually within 14 days of the meeting, we will write to you either to agree your new work pattern and a start date; or to provide clear ground(s) as to why your application cannot be accepted and the reasons why the ground(s) apply in the circumstances. We will also remind you of your right of appeal against the decision. If we need to take further action before notifying you of our final decision, we will let you know at this time and try to agree a timescale with you. This may be necessary for instance if we cannot agree to your initial request, but a compromise may be possible which we need to discuss with you further.
- If the School declines your request, you will have the right to appeal the decision within 7 days of it being notified to you.

## **Appeal procedure**

- Any appeal should be made in writing to the Head, setting out the reasons and grounds for appeal. You may be accompanied by a colleague at the appeal meeting if you wish. You will be given a final decision in writing as soon as practicable, usually within 14 days of the appeal meeting, giving detailed reasons for the decision. If it is felt that your appeal can be granted immediately, then an appeal meeting may not be necessary. The decision of the appeal will be final.
- It is important that you communicate with us about your request and attend meetings to discuss it. If you should fail to attend an arranged meeting and a rearranged meeting without good reason, or fail to respond to communications, the School has the right to assume that you have withdrawn your request and may write to you to confirm this fact. This will mean that you cannot make another request for flexible working arrangements for a further 12 months.
- Please note that where your request involves a change in the total amount of hours you work, your pay and salary related benefits will be adjusted to account for such. The calculation will always be based on your current salary.